



# Utility Committee Meeting Agenda

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January 27, 2026 - 4:45 PM  
Council Chambers  
3805 S. Casper Drive

Published: January 23, 2026

## AGENDA

1. **CALL TO ORDER**
2. **ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE**
3. **APPROVAL OF MINUTES**
  - A. 12/2/2025 Meeting Minutes
4. **NEW BUSINESS**
  - A. UT 01-26 Recommend to the Common Council the approval of a Professional Services Contract Revision to Clark Dietz, Inc. for design modification services not to exceed \$14,300.00. Total cost not to exceed \$180,000.00 for Professional Services for the entire project.
  - B. UT 02-26 Recommend to the Common Council to approve the Professional Services Contract for the engineering and consulting for private property I/I dye testing to raSmith in the amount of \$41,591.00 with an additional \$4,160.00 (10%) for contingencies, resulting in the total project cost of \$45,751.00.
  - C. UT 03-26 Recommend to the Common Council to award the Professional Services Contract for the 2026 flow monitoring and I/I quantification project to raSmith to assist the Utility with the 2026 Sanitary Sewer Flow Monitoring Program.
  - D. UT 04-26 Recommend to the Common Council to award the Professional Service Agreement to Dixon Engineering for consulting services related to the DNR required inspection of ten (10) water reservoirs. Project not to exceed \$43,200.00.
  - E. UT 05-26 Discussion and possible recommendation to the Common Council to approve the Temporary Construction Easement, Conveyance of Rights in Land, and Lump Sum Agreement for the Sanitary Sewer easements associated with the Moorland Road Project 2722-04-01.
  - F. UT 06-26 Discussion and possible recommendation to the Common Council to approve the Temporary Construction Easement, Conveyance of Rights in Land, and Lump Sum Agreement for the Sanitary Sewer easements associated with the Moorland Road Project 2722-04-01.

- G.** UT 07-26 Discussion and possible recommendation to the Common Council to approve approval of the Quit Claim Deed for the properties identified as NBC 1158.989 and NBC 1159.999 associated with the Moorland Road Project 2722-04-21.
- H.** UT 08-26 Recommend to the Common Council the approval of a Non-Objection Agreement with TC Energy/ANR Pipeline.

**5. OLD BUSINESS**

**6. UPDATES**

**7. ADJOURN**

**Additional Information**

- The agenda packet, including supplemental information related to agenda items, is available online at [www.NewBerlinWI.gov](http://www.NewBerlinWI.gov). Once finalized by the governing body, approved meeting minutes will also be posted online.
- Agenda items may be taken out of order at the governing body's discretion.
- Members, and possibly a quorum, of other municipal governmental bodies may attend this meeting to gather information. However, no action will be taken by any governmental body other than the one referenced in this notice.
- Accommodations will be provided under the Americans with Disabilities Act (ADA) to meet the needs of individuals with disabilities. If you require assistance or appropriate aids and services, please contact the Office of the City Clerk at (262) 786-8610 with reasonable notice.



# Utility Committee MEETING MINUTES

December 2, 2025 - 4:45 PM  
Conference Room A/B  
3805 S. Casper Drive

## MINUTES

### 1. CALL TO ORDER

Alderman Harenda called the meeting to order at 4:45PM

### 2. ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE

Administrative Specialist Norgie Metzinger took the roll call as follows:

Present: Alderperson Harenda, Commissioner Nissen Jr., Commissioner Anderson, Alderperson Kroupa

Excused: Alderperson John Hopkins

Staff Present: City Attorney Thomas Schmitzer, Alex Parker Utility Manager, John Sughrue Accounting Supervisor, Assistant Deputy City Clerk Sarah Holtz, Administrative Specialist Norgie Metzinger

The Administrative Specialist confirmed that a quorum was present and that the meeting was properly posted in compliance with open meetings law.

### 3. APPROVAL OF MINUTES

A. October 28, 2025 Meeting Minutes

### 4. NEW BUSINESS

A. UT 16-25 Recommend to the Common Council to approve the Milwaukee Metro Sewerage District (MMSD) Funding Agreement for the Private Property Infiltration and Inflow (PPI/I) in an amount not to exceed \$236,000.00.

**MOTION:** Motion to Approve

**VOTE:** Motion by: Alderperson Kroupa  
Second by: Commissioner Anderson  
Motion Passed 4-0

B. UT 17-25 Recommend to the Common Council the awarding of a Professional Services Agreement to Clark Dietz, Inc. for consulting services related to plan design, bidding and construction phases of generator additions. Project not to exceed \$52,200.00.

**MOTION:** Motion to Approve

**VOTE:** Motion by: Commissioner Nissen Jr.  
Second by: Alderperson Kroupa  
Motion Passed 4-0

**5. OLD BUSINESS**

None

**6. UPDATES**

None

**7. ADJOURN**

**MOTION:** Motion to Adjourn at 4:54PM

**VOTE:** Motion by: Alderperson Kroupa  
Second by: Commissioner Anderson  
Motion Passed 4-0

**Respectfully Submitted,  
Norgie Metzinger, Administrative Specialist**

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# UTILITY STAFF REPORT EXECUTIVE SUMMARY

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**CUSTOMER/PROJECT:** Jacobs Ridge Lift Station Upgrade Amendment 2

**LOCATION:** Jacobs Ridge Lift Station

**REQUEST:** To approve Professional Services Contract Amendment For Design Modification

**UTILITY MANAGER RECOMMENDATION:**  
Recommend to the Common Council the approval of a Professional Services Contract Revision to Clark Dietz, Inc. for design modification services not to exceed \$14,300.00. Total cost not to exceed \$180,000.00 for Professional Services for the entire project.

**DETAILS IN ATTACHED STAFF REPORT**

**CITY OF NEW BERLIN  
UTILITIES DEPARTMENT  
STAFF REPORT**

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**Jacobs Ridge Lift Station Upgrade Amendment 2**

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**DATE STAFF REPORT CREATED:** January 14, 2026

**CUSTOMER/PROJECT NAME:** Jacobs Ridge Lift Station Update  
Contract Revision

**ISSUE/DESCRIPTION OF PROJECT:** The Utility would like Clark Dietz to make necessary design modifications to the Jacobs Ridge project.

**REQUESTED ACTION:**  
Recommend to the Common Council the approval of a Professional Services Contract Revision to Clark Dietz, Inc. for design modification services not to exceed \$14,300.00. Total cost not to exceed \$180,000.00 for Professional Services for the entire project.

**SOURCE OF FUNDS:** 2025 CIP Budget

**RATIONALE:**  
This work is necessary to complete the plans to perform the upgrade in 2026.

**UTILITY MANAGER RECOMMENDATION:** See Executive Summary

**ATTACHMENTS:** Professional Services Agreement, Amendment 2

**PROFESSIONAL SERVICES AGREEMENT**

**AMENDMENT NUMBER 2**

**Jacobs Ridge Lift Station Rehabilitation (“Project”)**

This Amendment to the Professional Services Agreement dated May 5, 2025 is by and between:

**City of New Berlin (“Client”)**

3805 S Casper Drive  
New Berlin, WI 53151

and,

**Clark Dietz, Inc. (“Clark Dietz”)**

500 N. 3<sup>rd</sup> Street, Suite 703  
Wausau, WI 54403

Who agree as follows:

**Whereas;** Clark Dietz will prepare a revised plan set to shift the lift station building to the north to provide separation from the southern easement boundary for the new building for the Jacobs Ridge Lift Station Rehabilitation project.

**Now Therefore;** this Amendment engages Clark Dietz to perform Services described in PART I – SERVICES BY CLARK DIETZ and Clark Dietz agrees to perform these Services for the compensation set forth in PART III - COMPENSATION. Clark Dietz shall be authorized to commence Services upon execution of this Amendment by both parties and receipt of written or verbal authorization to proceed from the Client. Client and Clark Dietz agree that this signature page, together with Parts I - III of this Amendment and the original Agreement, incorporated and made a part herewith, constitute the entire agreement between them relating to this project.

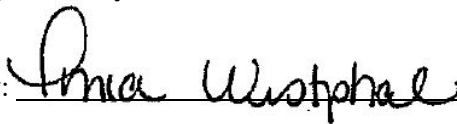
**Agreed to by Client**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Agreed to by Clark Dietz**

By: 

Title: Vice President

Date: 1/12/25

**PART I  
SERVICES BY CLARK DIETZ**

**A. Amendment Description**

The work of this amendment includes preparation of revised project plans to shift the lift station building to the north. This will provide separation from the southern permanent easement boundary to construct the new building for the Jacobs Ridge Lift Station Rehabilitation project. Construction activities cannot extend beyond the boundary of the existing permanent lift station easement. At the request of the Client, Clark Dietz has been assisting with coordination with the adjacent property owner.

**B. Scope**

The original contract scope shall be modified as follows:

1. DESIGN PHASE
  - a. Prepare revised mechanical and electrical design drawings.
  - b. Prepare revised site civil design drawings.
  - c. Submit the revised project plans to City Utilities staff for review.
  - d. Address comments from City Utilities staff on revised project plans.
  - e. Perform internal QA/QC review.
  - f. Prepare final plans and specifications for bidding on a revised schedule.
2. BIDDING/NEGOTIATION PHASE – No change.
3. CONSTRUCTION PHASE – No change.

**C. Schedule**

The original contract schedule shall be modified as follows:

Project Bid	March 2026
Notice of Award	April 2026
Pre-construction Meeting	May 2026
All Work Complete	June 2027*

\*This schedule is based on Clark Dietz’s design services schedule and the final completion date expected to be included in the project manual.

**D. Assumptions/Conditions (If applicable)**

This Amendment is subject to the following assumptions/conditions:

1. No change.

**PART II**  
**CLIENT'S RESPONSIBILITIES**

Client shall, at its expense, do the following in a timely manner so as not to delay the Amended services:

**A. Information/Reports**

1. No change.

**B. Representative**

1. No change

**C. Decisions**

1. No change.

**D. Other**

1. No change.

**PART III  
COMPENSATION**

**A. Compensation**

1. Total compensation to Clark Dietz for services rendered on the Project in accordance with PART I, SERVICES of this Amendment will be a lump sum amount of \$ 14,300.00 . This lump sum compensation includes salaries, payroll taxes and insurance, employee fringe benefits, general overhead costs, profit, and project related expenses. This Amendment increases the total compensation authorized to \$ 180,000.00 .

**B. Billing and Payment – No Change**

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# UTILITY STAFF REPORT EXECUTIVE SUMMARY

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**CUSTOMER/PROJECT:** 2026 Private Property I/I Dye Testing

**LOCATION:** Hale Heights Section of Sanitary Service Area

**REQUEST:** Award Professional Services Contract to raSmith for 2026 Private Property I/I Dye Testing Project

**UTILITY MANAGER RECOMMENDATION:**  
Recommend to the Common Council to approve the Professional Services Contract for the engineering and consulting for private property I/I dye testing to raSmith in the amount of \$41,591.00 with an additional \$4,160.00 (10%) for contingencies, resulting in a total project cost of \$45,751.00.

**DETAILS IN ATTACHED STAFF REPORT**

**CITY OF NEW BERLIN  
UTILITIES DEPARTMENT  
STAFF REPORT**

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**2026 Private Property I/I Dye Testing**

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**DATE STAFF REPORT CREATED:** January 14, 2026

**CUSTOMER/PROJECT NAME:** 2026 Private Property I/I Dye Testing

**ISSUE/DESCRIPTION OF PROJECT:** Dye testing to determine sources of inflow/infiltration on private property in advance of the MMSD residential pipe repair project.

**REQUESTED ACTION:**  
Recommend to the Common Council to approve the Professional Services Contract for the engineering and consulting for private property I/I dye testing to raSmith in the amount of \$41,591.00 with an additional \$4,160.00 (10%) for contingencies, resulting in a total project cost of \$45,751.00.

**FISCAL IMPACT:** \$45,751.00

**SOURCE OF FUNDS:** MMSD Private Property I/I Dye Testing Grant  
81001131-52050

**RATIONALE:**  
Dye testing to determine sources of inflow/infiltration on private property in advance of the MMSD residential pipe repair project.

**PREVIOUS ACTION:** N/A

**FINDINGS:** N/A

**UTILITY MANAGER RECOMMENDATION:** See Executive Summary

**ATTACHMENTS:** Bid Award Recommendation Letter

**CITY OF NEW BERLIN  
GENERAL TERMS and CONDITIONS OF SERVICE  
FOR PROFESSIONAL SERVICES**

1. Introduction. This document (hereinafter referred to as “Terms and Conditions”) is hereby incorporated and part of the contract between the City of New Berlin (hereinafter referred to as “City”) and the Service Provider identified below (hereinafter referred to as “Service Provider”). These Terms and Conditions, along with the Scope of Services and any attachments thereto, shall constitute the entire contract for material, work and other Services, collectively referred to as the “Services” between the City and the Service Provider. It is expressly agreed that no statement, arrangement, warranty or understanding, oral or written, expressed or implied, will be recognized unless it is stated in or otherwise permitted by these Terms and Conditions, and the aforementioned Scope of Services. These Terms and Conditions are solely for the benefit of the City and the Service Provider and are not intended for the benefit of any other party.

2. Proposal. The Service Provider is solely responsible for, and shall have sole control of, construction methods, sequences and coordination of all work described in the Scope of Services, unless expressly stated to the contrary.

3. Services and/or Construction Materials. All materials and work shall be furnished in accordance with normal industry standards and practices. Service Provider agrees to provide the services set forth in the Scope of Services in a good and workmanlike manner, in accordance with the professional practices of the profession.

4. Access to the Site. The City shall provide access to the Service Provider to work in and on City property.

5. Insurance. Service Provider shall maintain workers compensation, automobile liability and commercial general liability insurance coverage with carriers licensed to do business in the State of Wisconsin, and with such limits as the City may establish and require from time to time. Service Provider shall furnish a Certificate of Insurance evidencing the types and amounts of coverage. Said coverage shall be on an occurrence basis and the limits identified in the general liability coverage shall be for this project and not the policy as a whole. Service Provider agrees to require that the insurer list the City as an Additional Insured and to provide adequate evidence of said status through a liability insurance endorsement. Service Provider shall further obtain an endorsement from the insurance carrier indicating that any material changes to the policy or any cancellation of the coverage subsequent to the issuance of the Certificate, and until the completion of the services hereunder, shall necessitate that the insurer provide not less than thirty (30) days notice to the City of said fact. Clauses such as that the insurer will endeavor to notify the City are unacceptable and will be rejected.

6. Independent Service Provider. The parties warrant that no employer/employee relationship is established between the Service Provider and the City by virtue of the terms of this contract. It is understood by the parties hereto that the Service Provider is an independent

Service Provider and as such, neither it nor its employees if any are employees of the City for purposes of tax, retirement system or social security withholding.

7. Records and Reports. Records relating to the performance of the services under this contract must be retained for seven (7) years after final disposition. However, if any litigation claim or audit has started before the expiration of the seven (7) year period, then records shall be retained for five (5) years after the litigation or audit is resolved. Notwithstanding any other clause written herein, Service Provider understands and agrees that the City is a municipal entity and therefore, is subject to the Open Records Law of the State of Wisconsin. Wisconsin Statute §19.36(3) requires governmental entities to make available for inspection a copy of any records produced or collected under a contract entered into by the municipal entity to the same extent as if the record were maintained by the municipality. Therefore, in the event there is a request for any other documentation pertaining to this agreement, Service Provider shall provide the information as requested and charge no more than the cost to copy said information. The parties agree that upon completion or termination of this contract, all project contract documents or instruments of service, including electronic files of computer-aided record drawings and field inspection reports shall be delivered to and shall become the property of the City. These records, drawings, reports, etc. may be used without restriction by the City for any public purpose and to implement construction and use of the project. Any such use or reuse of these documents outside the scope of the project shall be without compensation or liability to the Service Provider, excepting for errors and omissions associated with the completed project, services and documents performed under this agreement.

8. Advertisements. Service Provider shall not identify the City as a client or customer of the Service Provider, or utilize the name of the City or its logo in any advertisements or other documents placed in the public domain without the express written consent of the City.

9. Changes. In the event that the parties determine that a modification to the terms of the providing of these Services or services are necessary, said change shall not be effective unless executed by authorized representatives of both parties.

10. Delay. Work shall be completed within the number of working days set forth in the contract or otherwise as soon as reasonably practicable unless delay occurs due to work stoppage, adverse weather conditions, labor disputes or modifications to the Terms and Conditions of the Contract.

11. Dispute. These Terms and Conditions shall be deemed to have been made and governed by the laws of the State of Wisconsin. Any legal suit or action with regard to these Terms and Conditions or the project as a whole shall be venued in the Waukesha County Circuit Courts, Waukesha County, Wisconsin, unless the parties mutually agree to arbitration and/or mediation in place of civil litigation.

12. Limitation on Liability. The City's liability to the Service Provider shall not exceed the sums paid by the City to the Service Provider under this contract. In addition, to the extent that the Service Provider seeks indemnification from the City, that indemnity shall be subject to the limitations set forth herein. No indemnity provided under any contract hereinafter

shall be construed to be a waiver or estoppel of the City of New Berlin or its insureds' ability to rely upon the limitations, defenses and immunities contained within Wisconsin law, including, but not limited to those set forth in Wisconsin Statute §893.80, §895.52 and §345.05. To the extent indemnification is available and enforceable, the City of New Berlin or its insured shall not be liable in indemnity or contribution for any amount greater than the limits of liability for municipal claims established by Wisconsin law. The City's obligations to indemnify hereunder are further subject to the availability limits of applicable insurance coverage. Under no circumstances shall the City be required to indemnify the Service Provider for its own negligence or intentional conduct.

13. Modification and Assignability. This contract, including all documents incorporated by reference herein, may not be enlarged, modified or altered except upon written agreement signed by both parties. The Service Provider may not subcontract or assign its rights, including rights to compensation, or terms of performance arising hereunder without the prior written consent of the City. Any subcontractor or assignee shall be bound by all of the terms and conditions of the contract, and will be required to enter into a written agreement with the City.

14. Termination of Contract. This contract may be terminated as follows:

- A. *Termination for Convenience.* City may terminate this contract in whole or in part for the convenience of the City when the City determines that the continuation of the project is not in the best interests of the City. Service Provider shall be entitled to payment for all of the services performed at the date of the termination, together with its direct costs of termination. Under no circumstances shall the Service Provider be entitled to any penalty for the termination nor shall the Service Provider be entitled to any payment for lost profits.
- B. *Termination for Cause.* If the City determines that the Service Provider has failed to comply with any of the terms and conditions of the contract and the scope of services and related documents thereto, the City may give written notice to the Service Provider of any such deficiency and in the event that the Service Provider fails to cure said deficiency within ten (10) days of the notice of such failure, the City may, with no further notice, declare this contract to be terminated. Service Provider will therefore be entitled to receive payment for those services performed at the date of termination, plus the amount of reasonable damages suffered by the City by reason of the Service Provider's failure to comply with the terms of the contract. Under no circumstances shall the Service Provider be entitled to any lost profits arising from the contract.

15. Conflicts. If there is any inconsistency between these Terms and Conditions and the Scope of Services or any attachments thereto, these Terms and Conditions shall apply.

16. Hold Harmless. The Service Provider will defend and hold harmless the City as and against any claims, actions, demands or causes of action brought by a third party for damages or losses arising out of Service Provider's performance of the work under these Terms

and Conditions and the attached Scope of Services. Said indemnification shall include the City's actual attorney fees. Notwithstanding the foregoing, the obligation to indemnify shall not exist to the extent of the City's gross negligence or intentional conduct.

17. Indemnity. The City shall not be liable for failure on the part of the Service Provider or any other party performing under this contract in accordance with all applicable laws and regulations. Service Provider waives any and all claims and recourse against the City including the right of contribution for loss of damage to persons or property arising out of or growing out of or in any way connected with or incident to the performance of this contract, except for liability arising out of the sole negligence of the City or its officers, agents or employees.

18. Working Hours. Unless specifically noted, all work included in this contract is to be performed during normal business hours, Monday through Friday. Work performed at any other time or on legal holidays must be specifically approved by the City.

19. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin and represents the complete understanding of the parties with respect to the subject matter set forth herein, and may only be amended in a subsequent agreement executed by all parties.

**CITY:**  
City of New Berlin

**SERVICE PROVIDER:**  
R. A. Smith, Inc.  
\_\_\_\_\_  
[Insert Service Provider Name]

By: \_\_\_\_\_  
\_\_\_\_\_  
[Print Name & Title]

By: \_\_\_\_\_  
Benjamin High, P.E. - Project Manager  
\_\_\_\_\_  
[Print Name & Title]

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **ADDENDUM TO CITY OF NEW BERLIN CONTRACTS**

This Addendum is made and entered into and shall be considered an attachment to all contracts entered into by the City of New Berlin for so long as the City of New Berlin is subject to the U.S. Department of Treasury Restrictions, as well as other federal restrictions related to the City's receipt of Coronavirus Local Fiscal Recovery Funds. The following Terms and Conditions shall be included in each such agreement and are incorporated as though fully set forth in the original contract.

1. No City contractor or employee shall operate any machinery or vehicle while utilizing a smart phone, including, but not limited to, the use of any cellular phone or texting.
2. All City employees and contractors, while engaged in the performance of City business or acting consistent with the performance of services under a contract with the City shall utilize seatbelts and any other safety devices related to the operation of a motor vehicle.
3. City employees or contractors whose duties and responsibilities are funded through the Coronavirus State and Local Fiscal Recovery Funds agree that they will not engage in any lobbying activities while in the course of providing services on behalf of the City of New Berlin, as restricted under the Hatch Act, 5 USC Sec. 1501-1508. No funds appropriated under the Coronavirus State and Local Fiscal Recovery Act shall be utilized for lobbying, and no political payments shall be made through the use of said funds.
4. All City employees and contractors, while in the performance of duties on behalf of the City shall abide by all local, state and federal regulations concerning the ingestion of controlled substances and shall not violate such Statutes or Ordinances. The City shall enforce drug free workplace standards and provide awareness programs for Staff. The City shall further agree to take action regarding individuals using drugs in the workplace according to law.
5. All City employees and contractors, in the course of performing of their duties on behalf of the City, shall, to the extent applicable, comply with the provisions in Wisconsin Statute Sec. 19.59 regarding conflicts of interest, as well as City of New Berlin Municipal Code Chapter 28 regarding ethics. Specifically, no City employee or contractor shall accept or solicit money or tangible personal property or otherwise receive consideration in exchange for the agreement to enter into a contract with a third party.
6. City employees shall avoid the acquisition of unnecessary items or property on behalf of the City.
7. City employees shall, to the extent applicable, engage in value engineering as part of any construction work performed on behalf of the City.
8. Contracts shall only be awarded to responsible contractors with experience in performing the services being contracted for.

9. City contracts shall avoid compensating for contractor work performed on a time and material basis and, to the extent practicable, shall have fixed-price contracts.
10. The selection of a contractor by the City should be done in an atmosphere of open and honest competition.
11. In the course of public bidding involving the purchase of equipment, the City shall not specify only a brand name for the purpose of limiting potential contracting parties.
12. The City shall verify that any entity with which it is contracting has not been excluded for contracting pursuant to 2 CFR 180.

January 5, 2026

Mr. Alex Parker  
Utility Manager  
City of New Berlin  
3805 South Casper Drive  
New Berlin, WI 53151

SENT VIA EMAIL

Re: Proposal for Professional Services  
raSmith Project No.: 2264601

Dear Mr. Parker:

raSmith appreciates the opportunity to work with the City of New Berlin Utilities Department on the 2026 Dye Water Testing Project. As your trusted advisor, we are committed to understanding your challenges and providing cost-effective and timely solutions.

**Scope of Services**

A. Public Outreach

raSmith plans to complete the following tasks as a part of this item:

1. Create and distribute initial resident letter for properties in project area.
2. Handle notification of DNR and neighboring communities of dye testing work.
3. Handle resident questions during the duration of the project.
4. Work with the MMSD on public outreach documents review.
5. Collect and file resident related documents that will be needed for the MMSD reimbursement requests.

B. Project Bidding Documents

raSmith plans to complete the following tasks as a part of this item:

1. Create project specifications.
2. Create project exhibits.
3. Create bid advertisement.
4. Publicly bid project using Quest online bidding.
5. Create a bid summary of bidding results.
6. Create a project award recommendation letter.



Mr. Alex Parker  
Utility Manager, City of New Berlin  
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7. Coordinate and facilitate the MMSD review of bidding documents, bid results, and award recommendation letter.

C. Construction Inspection

raSmith plans to supply a full-time construction inspector onsite for the duration of the field work for this project. Other tasks that will be completed as a part of this item are as follows:

1. Coordinate and facilitate Contractor efforts.
2. Create and supply the City with pay applications.
3. Track project quantities.
4. Collect and file information that will be needed for the MMSD reimbursement requests.

D. MMSD Summary Report

According to the City's existing funding agreement with the MMSD, a summary report at the end of the project is required. raSmith plans on completing this report as a part of this proposal.

**Completion Schedule**

The field work portion of this project will likely occur in Spring/Summer of 2026. Following the completion of the field work, the MMSD summary report will be completed within 60 days.

All work with this project is anticipated to be completed prior to the expiration of the funding agreement which is January 29, 2027.

**Professional Fees**

The above services will be provided based on a time and materials basis not to exceed **\$41,591.00**. Services will be billed each month based on the work completed.

Usual and customary expenses such as mileage, printing, delivery, and postage are not included in the fee and will be billed at cost as a reimbursable expense.

**Client Responsibilities/Assumptions**

The terms and conditions set forth herein are valid for 120 days from the date of this proposal and are conditioned upon our completion of all services within 365 days.

If you would like to authorize raSmith to proceed with your project, please sign the proceeding General Terms and Conditions of Service for Professional Services and forward a signed copy of the entire Agreement to our office. Once received, we will execute and return a copy for your records. We look forward to working with you on this project.

If you have any questions, please contact me at (262) 317-3273 or [ben.high@rasmith.com](mailto:ben.high@rasmith.com).



Mr. Alex Parker  
Utility Manager, City of New Berlin  
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Sincerely,  
raSmith

A handwritten signature in blue ink, appearing to read 'Benjamin G. High', followed by a smaller, less legible signature.

Benjamin G. High, P.E.  
Project Manager

Enclosure:

bth:H:\2264601\Contract\EP 010526 Parker New Berlin Dye Water Flooding.docx

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# UTILITY STAFF REPORT EXECUTIVE SUMMARY

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**CUSTOMER/PROJECT:** 2026 Flow Monitoring Project

**LOCATION:** City Wide

**REQUEST:** Award Professional Services Contract to raSmith for 2026

**UTILITY MANAGER RECOMMENDATION:**

Recommend to the Common Council to award the Professional Services Contract for the 2026 flow monitoring and I/I quantification project to raSmith to assist the Utility with the 2026 Sanitary Sewer Flow Monitoring Program.

**DETAILS IN ATTACHED STAFF REPORT**

**CITY OF NEW BERLIN  
UTILITIES DEPARTMENT  
STAFF REPORT**

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**2026 Flow Monitoring Project**

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**DATE STAFF REPORT CREATED:** January 14, 2026

**CUSTOMER/PROJECT NAME:** 2026 Flow Monitoring Project

**ISSUE/DESCRIPTION OF PROJECT:** Flow Monitoring and I/I Quantification Project

**REQUESTED ACTION:**  
Recommend to the Common Council to award the Professional Services Contract for the 2026 flow monitoring and I/I quantification project to raSmith to assist the Utility with the 2026 Sanitary Sewer Flow Monitoring Program.

**FISCAL IMPACT:** \$50,000.00

**SOURCE OF FUNDS:** Sewer Operations

**RATIONALE:**  
Quantifying data collected by utility flow monitors to determine sources of inflow and infiltration.

**PREVIOUS ACTION:** N/A

**FINDINGS:** N/A

**UTILITY MANAGER RECOMMENDATION:** See Executive Summary

**ATTACHMENTS:** raSmith Proposal

**CITY OF NEW BERLIN  
GENERAL TERMS and CONDITIONS OF SERVICE  
FOR PROFESSIONAL SERVICES**

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2. Proposal. The Service Provider is solely responsible for, and shall have sole control of, construction methods, sequences and coordination of all work described in the Scope of Services, unless expressly stated to the contrary.

3. Services and/or Construction Materials. All materials and work shall be furnished in accordance with normal industry standards and practices. Service Provider agrees to provide the services set forth in the Scope of Services in a good and workmanlike manner, in accordance with the professional practices of the profession.

4. Access to the Site. The City shall provide access to the Service Provider to work in and on City property.

5. Insurance. Service Provider shall maintain workers compensation, automobile liability and commercial general liability insurance coverage with carriers licensed to do business in the State of Wisconsin, and with such limits as the City may establish and require from time to time. Service Provider shall furnish a Certificate of Insurance evidencing the types and amounts of coverage. Said coverage shall be on an occurrence basis and the limits identified in the general liability coverage shall be for this project and not the policy as a whole. Service Provider agrees to require that the insurer list the City as an Additional Insured and to provide adequate evidence of said status through a liability insurance endorsement. Service Provider shall further obtain an endorsement from the insurance carrier indicating that any material changes to the policy or any cancellation of the coverage subsequent to the issuance of the Certificate, and until the completion of the services hereunder, shall necessitate that the insurer provide not less than thirty (30) days notice to the City of said fact. Clauses such as that the insurer will endeavor to notify the City are unacceptable and will be rejected.

6. Independent Service Provider. The parties warrant that no employer/employee relationship is established between the Service Provider and the City by virtue of the terms of this contract. It is understood by the parties hereto that the Service Provider is an independent

Service Provider and as such, neither it nor its employees if any are employees of the City for purposes of tax, retirement system or social security withholding.

7. Records and Reports. Records relating to the performance of the services under this contract must be retained for seven (7) years after final disposition. However, if any litigation claim or audit has started before the expiration of the seven (7) year period, then records shall be retained for five (5) years after the litigation or audit is resolved. Notwithstanding any other clause written herein, Service Provider understands and agrees that the City is a municipal entity and therefore, is subject to the Open Records Law of the State of Wisconsin. Wisconsin Statute §19.36(3) requires governmental entities to make available for inspection a copy of any records produced or collected under a contract entered into by the municipal entity to the same extent as if the record were maintained by the municipality. Therefore, in the event there is a request for any other documentation pertaining to this agreement, Service Provider shall provide the information as requested and charge no more than the cost to copy said information. The parties agree that upon completion or termination of this contract, all project contract documents or instruments of service, including electronic files of computer-aided record drawings and field inspection reports shall be delivered to and shall become the property of the City. These records, drawings, reports, etc. may be used without restriction by the City for any public purpose and to implement construction and use of the project. Any such use or reuse of these documents outside the scope of the project shall be without compensation or liability to the Service Provider, excepting for errors and omissions associated with the completed project, services and documents performed under this agreement.

8. Advertisements. Service Provider shall not identify the City as a client or customer of the Service Provider, or utilize the name of the City or its logo in any advertisements or other documents placed in the public domain without the express written consent of the City.

9. Changes. In the event that the parties determine that a modification to the terms of the providing of these Services or services are necessary, said change shall not be effective unless executed by authorized representatives of both parties.

10. Delay. Work shall be completed within the number of working days set forth in the contract or otherwise as soon as reasonably practicable unless delay occurs due to work stoppage, adverse weather conditions, labor disputes or modifications to the Terms and Conditions of the Contract.

11. Dispute. These Terms and Conditions shall be deemed to have been made and governed by the laws of the State of Wisconsin. Any legal suit or action with regard to these Terms and Conditions or the project as a whole shall be venued in the Waukesha County Circuit Courts, Waukesha County, Wisconsin, unless the parties mutually agree to arbitration and/or mediation in place of civil litigation.

12. Limitation on Liability. The City's liability to the Service Provider shall not exceed the sums paid by the City to the Service Provider under this contract. In addition, to the extent that the Service Provider seeks indemnification from the City, that indemnity shall be subject to the limitations set forth herein. No indemnity provided under any contract hereinafter

shall be construed to be a waiver or estoppel of the City of New Berlin or its insureds' ability to rely upon the limitations, defenses and immunities contained within Wisconsin law, including, but not limited to those set forth in Wisconsin Statute §893.80, §895.52 and §345.05. To the extent indemnification is available and enforceable, the City of New Berlin or its insured shall not be liable in indemnity or contribution for any amount greater than the limits of liability for municipal claims established by Wisconsin law. The City's obligations to indemnify hereunder are further subject to the availability limits of applicable insurance coverage. Under no circumstances shall the City be required to indemnify the Service Provider for its own negligence or intentional conduct.

13. Modification and Assignability. This contract, including all documents incorporated by reference herein, may not be enlarged, modified or altered except upon written agreement signed by both parties. The Service Provider may not subcontract or assign its rights, including rights to compensation, or terms of performance arising hereunder without the prior written consent of the City. Any subcontractor or assignee shall be bound by all of the terms and conditions of the contract, and will be required to enter into a written agreement with the City.

14. Termination of Contract. This contract may be terminated as follows:

- A. *Termination for Convenience.* City may terminate this contract in whole or in part for the convenience of the City when the City determines that the continuation of the project is not in the best interests of the City. Service Provider shall be entitled to payment for all of the services performed at the date of the termination, together with its direct costs of termination. Under no circumstances shall the Service Provider be entitled to any penalty for the termination nor shall the Service Provider be entitled to any payment for lost profits.
- B. *Termination for Cause.* If the City determines that the Service Provider has failed to comply with any of the terms and conditions of the contract and the scope of services and related documents thereto, the City may give written notice to the Service Provider of any such deficiency and in the event that the Service Provider fails to cure said deficiency within ten (10) days of the notice of such failure, the City may, with no further notice, declare this contract to be terminated. Service Provider will therefore be entitled to receive payment for those services performed at the date of termination, plus the amount of reasonable damages suffered by the City by reason of the Service Provider's failure to comply with the terms of the contract. Under no circumstances shall the Service Provider be entitled to any lost profits arising from the contract.

15. Conflicts. If there is any inconsistency between these Terms and Conditions and the Scope of Services or any attachments thereto, these Terms and Conditions shall apply.

16. Hold Harmless. The Service Provider will defend and hold harmless the City as and against any claims, actions, demands or causes of action brought by a third party for damages or losses arising out of Service Provider's performance of the work under these Terms

and Conditions and the attached Scope of Services. Said indemnification shall include the City's actual attorney fees. Notwithstanding the foregoing, the obligation to indemnify shall not exist to the extent of the City's gross negligence or intentional conduct.

17. Indemnity. The City shall not be liable for failure on the part of the Service Provider or any other party performing under this contract in accordance with all applicable laws and regulations. Service Provider waives any and all claims and recourse against the City including the right of contribution for loss of damage to persons or property arising out of or growing out of or in any way connected with or incident to the performance of this contract, except for liability arising out of the sole negligence of the City or its officers, agents or employees.

18. Working Hours. Unless specifically noted, all work included in this contract is to be performed during normal business hours, Monday through Friday. Work performed at any other time or on legal holidays must be specifically approved by the City.

19. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin and represents the complete understanding of the parties with respect to the subject matter set forth herein, and may only be amended in a subsequent agreement executed by all parties.

**CITY:**  
City of New Berlin

**SERVICE PROVIDER:**  
R. A. Smith, Inc.  
\_\_\_\_\_  
[Insert Service Provider Name]

By: \_\_\_\_\_  
Alex Parker - Utility Manager  
[Print Name & Title]

By: \_\_\_\_\_  
Benjamin High, P.E. - Project Manager  
[Print Name & Title]

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# EXHIBIT A



R.A. Smith, Inc.  
16745 W. Bluemound Road  
Brookfield, WI 53005-5938  
(262) 781-1000 | [rasmith.com](http://rasmith.com)

January 5, 2026

Mr. Alex Parker  
Utility Manager  
City of New Berlin  
3805 South Casper Drive  
New Berlin, WI 53151

SENT VIA EMAIL

Re: Proposal for Professional Services  
raSmith Project No.: 2264600

Dear Mr. Parker:

raSmith appreciates the opportunity to work with the City of New Berlin Utilities Department on the 2026 Flow Monitoring and I/I Quantification project. As your trusted advisor, we are committed to understanding your challenges and providing cost-effective and timely solutions.

## Scope of Services

### A. Flow Monitoring

Per the results of the 2025 Flow Monitoring and I/I Quantification project, and the desire to quantify the past rehabilitation project areas, we propose to assist the Utility with their 2026 sanitary sewer flow monitoring program as in past years.

We will be quantifying data from the basins monitored during the 2026 program along with the lift stations and MMSD sites located in the City during the time period of March 2026 to November 2026. We will also be quantifying the I/I reductions that have been experienced due to recent rehabilitation projects that have occurred over the past few years. We will perform the following steps for installing the monitoring equipment, performing monthly site visits with the Utility and quantifying the I/I for the monitored sites in the City:

1. Flow Monitor Installation and Monthly Site Visits
  - a. Determine installation locations for flow monitors based on the results of the 2025 Flow Monitoring I/I Quantification program, previous Utility studies and rehabilitation projects, basins identified in the latest MMSD facility plan, and other Utility interests, which includes the use of MMSD funding to address private property issues in the City.
  - b. Assist Utility staff with the set-up and installation of the Utility owned flow monitors. The amount of meters installed in the program will be determined after identifying the basin locations and flow monitoring equipment available. A 2-day setup and installation, including Utility staff, will be anticipated for this project.
  - c. Utility staff will continue to perform downloads and maintenance on the meters as done in recent programs. We will continue to meet with the Utility once a month throughout the monitoring period to briefly analyze the collected data, verify the integrity of each monitoring site, and ensure that quality data is being collected.



Mr. Alex Parker  
Utility Manager, City of New Berlin  
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- d. At the conclusion of the monitoring period, Utility staff will perform monitor removal and cleaning with limited services from our staff.
- 2. Flow Monitoring I/I Quantification
  - a. Acquire data from the City's rain gauges and lift stations for the monitoring time period.
  - b. Correlate rainfall data with flow monitoring data.
  - c. Develop flow statistics (maximums, minimums, averages, base flow).
  - d. Perform I/I per inch-mile and %RDII calculations.
  - e. Make recommendations for prioritizing cleaning, televising, and dye testing sewers. Further recommendations can be drawn to steer current and future public and private sewer rehabilitation efforts as well.
  - f. Submit a final summary report to the City.

**B. CMAR Reporting**

We will continue to help the City with their annual CMAR submittal to the WDNR. Below is a list of the tasks included in this item:

- 1. CMAR data collection.
- 2. CMAR form data entry.
- 3. CMAR form submittal to the WDNR.

**C. MMSD PPII Program Submittals**

We will continue to help the City with all submittals to the MMSD in regards to various PPII projects. This work includes but is not limited to the following:

- 1. Meetings with MMSD personnel
- 2. Work Plan development and submittals
- 3. Funding Agreement reviews

**Completion Schedule**

The flow monitors will be installed from March 2026 to November 2026. Data quantification will be ongoing with the monitoring portion of the project, with the final report delivery 90 days after the monitors are removed.

The CMAR and the MMSD related work will be completed during the 2026 calendar year.



Mr. Alex Parker  
Utility Manager, City of New Berlin  
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**Professional Fees**

The above services will be provided for a time and materials fee not to exceed **\$50,000.00**. Services will be billed each month based on the work completed.

Usual and customary expenses such as mileage, printing, delivery and postage are not included in the fee and will be billed at cost as a reimbursable expense.

**Client Responsibilities/Assumptions**

The terms and conditions set forth herein are valid for 120 days from the date of this proposal and are conditioned upon our completion of all services within 365 days.

If you would like to authorize raSmith to proceed with your project, please sign the City of New Berlin General Terms and Conditions of Service for Professional Services that this letter is attached to and forward a signed copy of the entire Agreement to our office. Once received, we will execute and return a copy for your records. We look forward to working with you on this project.

If you have any questions, please contact me at (262) 317-3273 or [ben.high@rasmith.com](mailto:ben.high@rasmith.com).

Sincerely,  
raSmith



Benjamin G. High, P.E.  
Project Manager

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# UTILITY STAFF REPORT EXECUTIVE SUMMARY

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**CUSTOMER/PROJECT:** Water Utility Reservoir Inspections

**LOCATION:** City Wide

**REQUEST:** Award Professional Service Agreement to Dixon Engineering for Reservoir Inspections

**UTILITY MANAGER RECOMMENDATION:**  
Recommend to the Common Council to award the Professional Service Agreement to Dixon Engineering for consulting services related to the DNR required inspection of ten (10) water reservoirs. Project not to exceed \$43,200.00.

**DETAILS IN ATTACHED STAFF REPORT**

**CITY OF NEW BERLIN  
UTILITIES DEPARTMENT  
STAFF REPORT**

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**Water Utility Reservoir Inspections**

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**DATE STAFF REPORT CREATED:** January 19, 2026

**CUSTOMER/PROJECT NAME:** Water Utility Reservoir Inspections

**ISSUE/DESCRIPTION OF PROJECT:** Remote Inspection of Ten (10) Water Reservoirs

**REQUESTED ACTION:**  
Recommend to the Common Council to award the Professional Service Agreement to Dixon Engineering for consulting services related to the DNR required inspection of ten (10) water reservoirs. Project not to exceed \$43,200.00.

**FISCAL IMPACT:** \$43,200.00

**SOURCE OF FUNDS:** Operating Budget Distribution Reservoirs & Standpipes  
91002672-52030

**RATIONALE:**  
The Department of Natural Resources (DNR) requires all water reservoirs to be professionally inspected every five (5) years.

**PREVIOUS ACTION:** N/A

**FINDINGS:** N/A

**UTILITY MANAGER RECOMMENDATION:** See Executive Summary

**ATTACHMENTS:** Dixon Engineering Proposal



**AGREEMENT BETWEEN OWNER AND DIXON  
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of: \_\_\_\_\_ (“Effective date”) between City of New Berlin, Wisconsin (“Owner/Client”) and Dixon Engineering, Inc. of Lake Odessa, Michigan (DIXON).

IN WITNESS WHEREOF, the (“Owner/Client”) and (“DIXON”) have executed this Agreement. The Owner’s/Client’s Project, of which DIXON’s Services under this Agreement are a part, is generally identified as follows: **Phase 1 (Maintenance- ROV) services for the 500,000 Gallon Spheroid (Calhoun), 500,000 Gallon Spheroid (Sunny Slope), 750,000 Gallon Composite (Rock Ridge Road), 538,560 Gallon Concrete Reservoir Well 8 (Valley View Road), 557,600 Gallon Concrete Reservoir Well 7 (National Ave), 1,000,000 Gallon Concrete Reservoir Well 3 (Rogers Drive), 200,000 Gallon Concrete Reservoir Well 4 (Green Ridge), 37,600 Gallon Clearwell Well 7 (National Ave), 90,000 Clearwell Well 4 (Green Ridge), and 40,425 Gallon Clearwell Well 8 (Valley View Road)** (“Project”) and DIXON’s services as detailed in Exhibit A.

Other terms used in this Agreement are defined in EXHIBIT GP and EJCDC C-700, Standard General Conditions of the Construction Contract, incorporated by reference into this Agreement.

This service fee is the Estimated Amount of **\$43,200**. DIXON will honor this fee for a period of 6 months from the Proposal Date (below) after which time an adjustment to this fee may be necessary. If Owner signs the Agreement after 6 months and DIXON determines no price adjustment is required, and signs Proposal as an Agreement, then this Agreement is valid.

**Proposals / Agreement Signatures**

Kayla Mulcahy, Project Manager October 28, 2025  
PROPOSED by DIXON (Not a contract until approved by DIXON Project Manager or Officer) PROPOSAL DATE

---

APPROVED as CONTRACT BY OWNER                      POSITION                      DATE

---

Co-SIGNATURE of Contract (if required)                      POSITION                      DATE

---

AGREEMENT APPROVED by DIXON                      POSITION                      DATE

With the execution of this Agreement, DIXON and Owner shall designate specific individuals to act as DIXON’s and Owner’s representatives with respect to the services to be performed or furnished by DIXON and responsibilities of Owner under this Agreement, said individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

Designated Person: Alex Parker  
Address for Owner’s receipt of notices:  
City of New Berlin  
16450 W. National Avenue  
New Berlin, WI 53151  
Email: aparker@newberlinwi.gov

Designated Person: Kayla Mulcahy  
Address for DIXON’s receipt of notices:  
Dixon Engineering, Inc.  
4811 S. 76th St., Suite 109  
Greenfield, WI 53220  
Email: kaylamulcahy@dixonengineering.net

Exhibits: A, C, E, GP, IR                      Owner: City of New Berlin, WI                      Page 1 of 26  
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04 (Valley View Road)/ 05 (National Ave)/ 06 (Rogers Drive)/ 07 (Green Ridge Reservoir)/  
08 (National Ave)/ 09 (Green Ridge Well)/ 10 (Valley View Road)

Any notice required under this Agreement shall be in writing, addressed to the Designated Contract Person at its address on this signature page, or given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

Owner and DIXON further agree as follows:

## **ARTICLE 1 SERVICES OF DIXON**

### **1.01 DIXON shall provide or cause to be provided:**

- A. Contract and Project Management (Basic) Services: EXHIBIT A
- B. Resident Project Representative (RPR): EXHIBIT A
  - 1. The term used in this Agreement to reference DIXON's Resident Representative is (DRR) instead of RPR to avoid confusion, as Engineer Client may have RPRs on other portions of the project.
- C. Antenna Services: EXHIBIT B
  - 1. If antennas interfere or add costs to the Project a review of services in Exhibit B is required. DIXON will perform these services but they can be completed by the Owner/Client if preferred. In some antenna contracts the fees for these services are back chargeable to the antenna carrier. The responsible party must be assigned in Exhibit B.
- D. Other Services: Services beyond the scope of Exhibit A or Exhibit B are Additional Services.

## **ARTICLE 2 OWNER'S RESPONSIBILITIES**

### **2.01 Owner shall provide or cause to be provided:**

- A. Responsibilities set forth in Exhibit A, Part 1, Section C of each Phase.
- B. The Owner shall arrange for safe access to and make all provisions for DIXON to enter upon public and private property as required for DIXON to perform services under the agreement.
- C. Owner shall pay DIXON for Basic (Project Management and Contract Administration), Resident Project Representative (RPR or DRR), Post Construction Observation and Additional Services as detailed in Exhibit C and as summarized in Attachment 1 to Exhibit C. (Exhibit C-1).

## **ARTICLE 3 SCHEDULE FOR RENDERING SERVICES**

### **3.01 Commencement:**

- A. DIXON is authorized to begin rendering services as of the Effective Date or mutually agreeable date.
- B. DIXON shall complete its obligations within a reasonable time. If a specific period for rendering services, or specific dates by which services are to be completed are required, the dates are provided in Exhibit A, and are hereby agreed to be reasonable.
- C. If there is a change in the Scope of Services, or in Scope of Project, if Projects are delayed or suspended through no fault of DIXON, if the orderly and continuous progress of DIXON's services is impaired, if the agreed periods of time or dates are changed, if construction contract dates are extended, then the time for completion of DIXON's services, and the rates and amounts of DIXON's compensation, shall be adjusted equitably. Delay of Projects by Owner or Contractor until the next season (past the expiration date of Exhibit C-Attachment 2), is considered a Change in Scope of Services
- D. The Owner shall make decisions and carry out its responsibilities in a timely manner so as not to delay DIXON's performance of its services.
- E. Owner shall give prompt written notice to DIXON whenever Owner observes or otherwise becomes aware of any development that affects the scope or time of performance of DIXON's services; the presence at the Site of any Constituents of Concern; or any relevant, material defect or

Exhibits: A, C, E, GP, IR

Owner: City of New Berlin, WI

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nonconformance in: (a) DIXON's services, (b) the Work, (c) the performance of any Contractor, or (d) Owner's performance of its responsibilities under this Agreement.

- F. If DIXON fails, through its own fault (for reasons within their control), to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

**ARTICLE 4 INVOICES AND PAYMENTS – PER EXHIBIT C**

**ARTICLE 5 OPINIONS OF COST – GENERAL PROVISIONS PER EXHIBIT GP**

**ARTICLE 6 GENERAL PROVISIONS - PER EXHIBIT GP**

**ARTICLE 7 DEFINITIONS**

- A. Whenever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the same meaning indicated in the Construction Contract Documents, EJCDC C-700 18.
- B. Additional definitions pertinent to invoicing or payment can be found in Exhibit C.

**ARTICLE 8 EXHIBITS AND SPECIAL PROVISIONS**

- A. EXHIBITS Included:
  - 1. EXHIBIT C, Basis of Fees, Invoicing, and Payment Matters.
  - 2. EXHIBIT C, Attachments C-1, and C-2.
  - 3. EXHIBIT E, Electronic Documents Protocol (EDP).
  - 4. EXHIBIT GP, General Provisions from the Agreement and Exhibits.
  - 5. EXHIBIT IR, Insurance Requirements and Limits of Liability.
- B. EXHIBITS to be added as needed:
  - 1. EXHIBIT A, DIXON's Services and Client's Responsibilities
  - 2. EXHIBIT B, DIXON's Services and Client's Responsibilities-Antennas
  - 3. EXHIBIT K, Amendment to Owner-DIXON Agreement for Services added or changed after effective date of this Agreement or for clarification if requested.
- C. EXHIBITS D, F, and H from original EJCDC documents merged with other EXHIBITS or not used.
- D. EXHIBIT J, Special Provisions. Services added at/before Effective Date (included in original Agreement sometimes referred to as an Addendum). This is an item left over from pre-computer era. Now if there are changes, DIXON will incorporate those items directly into the Agreement, prior to any signing or the Effective Date, unless an addendum is requested.
- E. EXHIBIT A, DIXON has combined the six EJCDC construction project phases into five phases: Phase 1- Evaluation Phase, Phase 2- Design and Technical Specification, Phase 3-Contract Document and Bidding, Phase 4-Construction, and Phase 5-Post Construction. We then included DIXON's Basic Services, DRR Services, and Client's Responsibilities for each respective Phase. We have since added a sixth Phase back in after the Post Construction Phase which is Phase 6- Maintenance - Security and Health Annual Inspections (starting at least a year after the warranty Post Construction Phase).

**ARTICLE 9 MISCELLANEOUS PROVISIONS**

**9.00** Miscellaneous Provisions are items that pertain to the legal terms of this Agreement. All General Provisions from Article 6 are in Exhibit GP. General Provisions are those Provisions that refer mostly to services that result from this Agreement and subsequent Task Orders. (The General

Provisions relate to the Work to be performed as opposed to these Miscellaneous Provisions which relate to Contract formation.)

**9.01 Survival:**

- A. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

**9.02 Severability:**

- A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and DIXON, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**9.03 Successors, Assigns, and Beneficiaries:**

- A. Owners and DIXON are hereby bound, and the successors, executors, administrators, and legal representatives of Owner and DIXON are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Unless expressly provided otherwise in this Agreement:
  - 1. Nothing in this Agreement shall be constructed to create, impose, or give rise to any duty owed by Owner or DIXON to any Contractor, other third-party individual or entity, or to any surety for or employee of any of them and not for the benefit of any other party.
  - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and DIXON and not for the benefit of any other party.

**9.04 Waiver:**

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this agreement.

**9.05 Accrual of Claims:**

- A. To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

**9.06 DIXON's Certifications:**

- A. DIXON certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement.

**9.07 Total Agreement:**

- A. This Agreement, (together with the included Exhibits) constitutes the entire agreement between Owner and DIXON and supersedes all prior written or oral understandings. This agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based, whenever possible, on the format of Exhibit K.

## **DIXON's SERVICES**

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Article 1 and 2 of this Agreement

### **PART 1 – BASIC SERVICES, DRR SERVICES, AND CLIENT'S RESPONSIBILITIES**

#### **A1.01 Phase 1 Maintenance Inspection - Study and Report (Evaluation) Phase - General:**

- A. With primary emphasis on the portion of the Project specifically assigned to DIXON, and within DIXON's area of professional specialization, DIXON shall:
1. Consult with Client to define and clarify Client's Project requirements, and identify available data.
  2. Assist Client in identifying potential solution(s) to Client's Project requirements.
  3. Assist Client in studying and evaluating the potential solution(s) to Client's Project requirements; recommend to Client the solution(s) which, in DIXON's judgment, meet Client's requirements.
  4. Visit the Site, or potential Project sites, to review existing conditions or facilities.
  5. DIXON's area of professional specialization is the actual steel or concrete, or both, and any applied coatings to those portions of the structure. DIXON's specialization does not include electrical, motors, controls or in some structure's rakes and gears etc. DIXON may or may not list these items under the Responsibility of the Client. It is not DIXON's intent to make the review of these items a condition of the contract merely to remind Client that concurrent reviews may be beneficial to the Client.
  6. Provide field inspection services on a prearranged date.
  7. Provide a filled in DNR Form from 3300-248 (Water Storage Inspection Report) for the tank.
  8. DIXON's services under the Study and Report Phase, of this Agreement, Report and Evaluation Phase, will be considered complete on the date when DIXON has delivered to Client final copies of the revised Study and Report Phase deliverables.

#### **B. Maintenance Evaluation of Steel Tank by ROV**

1. DIXON SERVICES
  - a. Observe the tank's interior coating by Remote Operated Vehicle (ROV) for remaining intactness and anticipated life. All DIXON equipment which has contact with the potable water shall be disinfected prior to insertion. Review all interior girders, surfaces, and appurtenances for possible structural damage from icing or corrosion and qualify damage for repairs. All repairs are to be quantified by extrapolation of a measured area. All quantities are estimates (usually high) because corrosion will continue between observation and repair.
  - b. Observe the exterior coating and perform adhesion tests where coating adhesion is questionable. Collect coating samples, if necessary, by scraping painted surface to expose substrate. Samples will be analyzed for total lead and total chromium by laboratory testing procedures. If it is evident that repainting is not necessary for several years, no destructive testing will be performed.
  - c. Review all exterior appurtenances for damage due to corrosion or other sources.

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Owner: City of New Berlin, WI

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Tank No: 49-68-24-01/ 02 (Sunny Slope)/ 03 (Rock Ridge Road)/  
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08 (National Ave)/ 09 (Green Ridge Well)/ 10 (Valley View Road)

- d. Review all safety requirements for ladders, cages, etc., interior, and exterior.
  - e. Review all health aspects of the tank, including screening of the vent, overflow pipe, and other possible contamination sources, per latest health agency standards of the state where the project is located.
  - f. Review the exterior of the exposed foundations.
  - g. Prepare a report documenting all items found and recommendations for repair, including budgetary items. The engineering report is to include: Conclusions and recommendations, base report, digital photographs with descriptions, an edited inspection video on flash drive, and a field inspection report.
2. Client's Responsibilities
- a. Fill the tank to overflow or higher capacity and isolate it from the system during the ROV inspection, or as a minimum, maintain positive flow, no water withdrawal from tank.
  - b. If required by local or state agencies perform chlorine residuals and bacteriological testing after completion of the inspection.

## **BASIS OF FEES, INVOICING, AND PAYMENT**

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### **Part 1 BASIS OF FEES**

#### **C1.01 Basis:**

- A. Standard Hourly Rates - An amount equal to the cumulative hours charged to the Project by each classification of DIXON's personnel, times Standard Hourly Rates and Overtime rates for each applicable billing classification. (Exhibit C-2)
- B. Lump Sum (LS) Method: One agreed fee for completing an agreed defined scope of services.
- C. Unit Price (UP) Method: Can be considered individual Lump Sum amounts.

#### **C1.02 Methods of Rate Calculation including Limitations:**

- A. Standard Hourly Rate (SHR) Method:
  - 1. The SHR method may be used for all services. It is more commonly used on portions of various Phase Services where scheduling and speed are controlled by the Contractor and may result in unforeseen project expenses; in Phase Construction, Basic, and RPR/DRR services, and for Additional Services during all phases.
    - a. Overtime rates apply to over 40 hours worked between Monday and Friday.
    - b. Overtime rates apply for all hours worked on weekends and holidays.
    - c. Weekend and Holiday hours do not count toward the accounting for 40 hours.
  - 2. Standard Hourly rates of DIXON's employees are per classification in the Standard Hourly Rate and Reimbursable Expense Schedule included in this Exhibit C, as Exhibit C Attachment 2. (Ex C-2) A classification that has a range of fees, reflects varying levels of experience within that classification. DIXON reserves the right to select the level of RPR and classification. This decision is at DIXON's discretion only and will be dependent primarily on experience with Owner selected Contractor as well as other factors.
    - a. Reimbursable expenses are those expenses directly related to and resulting from this Project. These expenses are primarily living expenses and mileage.
  - 3. The SHR charged by DIXON constitutes full and complete compensation for DIXON services including labor costs, overhead, and profit but not Reimbursable Expenses.
    - a. The Standard Hourly Rates per employee classification listed in Attachment C-2 do not include reimbursable expenses. The estimated Reimbursable Expenses are NOT calculated and averaged over the classification rate.
      - 1) The estimator calculates the number of days a project is expected to require and calculates manpower required to match number of hours and services required.
      - 2) The estimator then calculates Reimbursable Expenses based on the same criteria.
      - 3) Both the total manpower estimate, and Reimbursable Expenses total estimate are added. And the total estimate is included in the fee schedule shown in Attachment C-1.
- B. The Lump Sum Method:
  - 1. The Lump Sum fee charged by DIXON constitute full and complete compensation for DIXON's services including labor costs, overhead, profit, and reimbursable expenses.
  - 2. The Lump Sum Method is more commonly used by DIXON for portions of the Phases where DIXON has control over a greater percentage of unknowns, such as the Technical

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- Specifications, Bidding and Contract Documents, and Post Construction Phases excluding fees for Additional Services.
3. DIXON may use a Lump Sum for the entire project.
- C. The Unit Price Method:
1. Reimbursable expenses are calculated and included in Unit Prices.
  2. The Unit Price Method is used when DIXON completes Hold Point Observations, or known, controlled portions of the Scope of Services.
- D. Exhibit B Antennas: LS, UP, or SHR or Combination based on type of services.
- E. Exhibit K Addendum: Addenda items (if any) may be negotiated according to any agreed method.
- F. Subconsultants or Subcontractor Service Fees are not included in the SHR, LS, or UP methods. DIXON will invoice for Subconsultant's or Subcontractor's actual invoiced amount times a factor of 1.20. The 1.20 factor includes DIXON's overhead and profit associated with DIXON's responsibility for the administration of such services.

**C1.03 Definitions including Limitations:**

- A. Basic Services to be performed are identified in Exhibit A, or by reference, in the General Conditions (GC-700) of the Owner/Contractor Construction Documents. Basic Services are generally calculated using the Lump Sum method. These services are contracted services and thus are prior authorized.
- B. RPR (DRR) Services are contractually agreed services per Exhibit A Task Order or by reference, in the General Conditions (GC-700) of the Owner/Contractor Construction Document RPR services. These services are primarily observation during the Construction phase. RPR Services are generally calculated using the SHR method for Full Time or Daily services and by Unit Price for Hold Point Observations. Often an Agreement for RPR services involves a combination of the SHR and the Unit Price method. These are contracted services and thus are prior authorized.
- C. Contingent Services -some services are Basic to every Agreement. Other Basic Services and the Project Manager's time associated with them are unknown. Some services are not used on all projects, such as review of multiple Pay Requests, Change Orders, Field Orders, and Work Change Directives. These are services which may or may not be needed; and are Contingent. Contingent Services are generally calculated using the SHR method but may be Lump Sum or Unit Price method. These are contracted services and thus are prior authorized. Contingent services and fees may not be used in all contracts.
- D. Additional Services are services outside of the Scope of Services as defined in Exhibit A, and/or TO#\_\_ EX A (if this is a Task Order Agreement). These are NOT contracted services and prior authorization in the form of Exhibit K- Addendum is required. The calculation of fees is Work dependent and may be calculated by the SHR method, Lump Sum or Unit Price.
- E. Antenna Services are defined in Ex B. The calculation of the services is usually a combination of Unit Price and SHR methods. These are contracted services and thus are prior authorized.

**C1.04 Fees:**

- A. Contracted Fees are detailed in EX C Attachment 1.
- B. Contingency Allowance Fees if identified or requested, are intended to allow the flexibility to continue the Project and Services, without the need for an Addendum for additional fees.

Contingent Fees may be transferred within the Project Phase or transferred to other project Phases

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as needed. Transfer does not require prior authorization. It is intended that any fees in this Contingency be used when other accounts are exhausted or minor Additional Services are required. Contingency fees unused will not be invoiced.

- C. Set-Off Fees contractual Set-off: (Applies to Construction and Post Construction Phases only) as defined in the Technical Specifications and General Conditions of the Owner/Contractor Agreement (EJCDC G-700), is a contractually agreed remedy for small violations or nonadherence of the Agreement terms between Owner and Contractor, which result in extra or unnecessary expenses to the Owner, for Owner or DIXON services. The cost for additional DIXON services and unnecessary expenses are not foreseen and cannot be calculated. Those fees and expenses will be invoiced using the same SHR or Unit Price method, that had the service been necessary would have been invoiced to Client. These services generally do not require prior approval of Client, because they are required in the administration of the Agreement. Set-off fees are invoiced to the Client, who pays DIXON. The Owner can then Set-off these charges from amounts owed to the Contractor.
1. A few examples of Set-off Fees are when the Client has incurred extra charges or engineering costs related to:
    - a. Excessive submittal review,
    - b. Excessive evaluations of proposed substitutes,
    - c. Tests and inspections, or return Hold Point Observations to complete Field Work that was determined to be a failed inspection and,
    - d. Work is defective, require correction or replacement including additional observation costs.

**C1.05 Estimated Fee:**

- A. The SHR Method of Rate Calculation is an estimate. The SHR Method is prepared based on extensive experience and is intended to be conservative.
1. Calculating SHR includes, DIXON's estimate of the amounts that will become payable for specified services and are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to DIXON under the Agreement.
  2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to DIXON that the total compensation amount thus estimated will be exceeded, DIXON shall give Client notice thereof, allowing Client to consider its options, including suspension or termination of DIXON's services for Client's Convenience. Upon notice, Client and DIXON shall promptly review the matter of services remaining to be performed and compensation for such services. Client shall either exercise its right to suspend or terminate DIXON's services for Client's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by DIXON, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Client decides not to suspend DIXON's services during the negotiations and DIXON exceeds the estimated amount before Client and DIXON have agreed to an increase in the compensation due DIXON or a reduction in the remaining services, then DIXON shall be paid for all services rendered hereunder.

3. The requirements of minimum work hours and weeks shall remain in effect through negotiations and the minimum hourly requirements of these paragraphs are not negotiable. An RPR is a professional, and if they remain on Site, they are guaranteed the minimum number of hours. Negotiations may change Full Time or Daily RPR to Hold Point Observation Services or reduce the number of Daily Inspections. Then minimum hour requirements apply only to demobilization if RPR was Full Time.

**C1.06 DIXON's Reimbursable Expenses Schedule and Standard Hourly and Overtime Rates:**

- A. Attached to this EXHIBIT C is Attachment C-2, Standard Hourly Rate and Reimbursable Expense Schedule
- B. Annual Cost Adjustment – January 1 each year.
  1. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted as of January 1 past the expiration date printed on Attachment C-2 to reflect equitable changes in the compensation payable to DIXON. Proposals sent after August 1<sup>st</sup> will have Attachment C-2 with effective rates through December 31 of the subsequent year.
  2. Unit Price for Hold Point observations and Lump Sum items shall be increased at the same time as hourly rate and by the same percentage increase as Standard Hourly Rates.
  3. Notification of these cost adjustments, or the issuance of an Addendum or Change Order are not required, but DIXON shall endeavor to so advise. Failure to supply notification does not waive the right for implementing rate increases.

**PART 2 INVOICING AND PAYMENT for Services in EXHIBIT A per EXHIBIT C-1:**

- A. Preparation and Submittal of Invoices: DIXON will prepare invoices in accordance with its standard invoicing practices and the terms of this EXHIBIT C and Attachments C-1 and C-2. DIXON will submit its invoices to Client on a monthly basis with the exception of smaller amounts due.
- B. Invoices are due and payable within 30 days of receipt.
- C. The amount invoiced for DIXON's services rendered on a Lump Sum basis will be based upon DIXON's estimate of the proportion of the total services actually completed during the billing period, plus reimbursable expenses (if any) incurred during the billing period.
- D. The amount invoiced for services rendered on a Standard Hourly Rate basis will be an amount equal to the cumulative hours devoted to the Project during the billing period by each billing class of DIXON's employee's times the hourly rate for each applicable billing class incurred during the billing period.
- E. Distribution of Compensation: DIXON may alter the distribution of compensation between individual phases of the work noted in Attachment C-1 to be consistent with services actually rendered but shall not exceed the total estimated compensation amount unless approved in writing by Client.
- F. Application to Interest and Principal: Payment will be credited first to any interest owed to DIXON and then to principal.
- G. Failure to Pay: If Client fails to make any payment due DIXON for services and expenses within 30 days after receipt of DIXON's invoice, then:
  1. DIXON will increase amount due at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said 30<sup>th</sup> day.

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2. DIXON may, after giving seven days written notice to Client, suspend services under this Agreement until Client has paid in full all amounts due for services, expenses, and all other related charges. Client waives any and all claims against DIXON for any such suspension.
- H. Disputed Invoices: If Client disputes an invoice, either as to amount or entitlement, then Client shall promptly advise DIXON in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.
- I. Sales or Use Taxes: If after the Effective Date any governmental entity takes an action that imposes additional sales or use taxes on DIXON's services or compensation, then DIXON may invoice such additional sales or use taxes for reimbursement by Client.

### **PART 3 SELECTION OF RPR SERVICES**

#### **C3.00 Selection of Full Time vs. Daily RPR**

- A. Daily RPR Services: Working from the Base Office and traveling Daily to the Project site.
- B. Full Time RPR Services: The RPR stays in lodging near the Project Site because the distance from Base Office, makes daily travel exceed daily expenses.

#### **C3.01 Financial Considerations when Selecting RPR Services:**

- A. Minimum Hourly and Weekly requirements.
  1. Daily RPR Services -8 hours per day plus travel time and mileage.
  2. Full Time RPR Services:
    - a. Minimum workday - 8 hours.
    - b. Minimum 40-hour work week except first and last week. If the Contractor is working more than 40 hours then the RPR is also working more than 40 hours, if work being completed rises to the level of observing.
    - c. Rain days or no work days as determined by the Contractor or Client – minimum billable work day is four hours, no site time required.
    - d. Delayed start day as determined by the Contractor, (ex. Rain delay start)- minimum billable time is actual delay time up to four hours plus onsite time. Total cannot be less than four hours.
    - e. Actual Mobilization and Demobilization Time and Reimbursable Expenses.  
Reimbursable expenses include expenses incurred on dates of no work, mobilization, and demobilization days.

#### **C3.02 Hold Point Observations:**

- A. The RPR travels to site to complete the observation and travels back to Base Office. On site time at a minimum is time to complete observations and to complete report

**SUMMARY OF DIXON’S COMPENSATION FEES SCHEDULE of VALUES**

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1. The total compensation for services under this Agreement is the estimated total compensation amount of **Forty-Three Thousand, Two Hundred Dollars, \$43,200** and summarized as follows:

SCHEDULE OF VALUES				
Description of Services	# of Units	Unit Price	Amount	Basis of Compensation
A1.01- Maintenance Evaluation	10	\$4,320	\$43,200	Unit Price
<b>TOTAL:</b>			<b>\$43,200</b>	

2. In the event of a conflict with the number in the Total and the written amount in 1 above or with the number on the Signature Page, the first governance shall be a review of math in this schedule of values.
3. DIXON may alter the distribution of compensation consistent with services actually rendered between individual phases of Basic and RPR Service with unused fees calculated by any method. Reallocation of fees shall not result in a total fee in excess of the total compensation amount unless approved by the Owner.
4. Please remit payment to: Dixon Engineering, Inc., 1104 Third Avenue, Lake Odessa, MI 48849

**Employee Billable Rates and Terms**

<u>Labor Class</u>	<u>Per Hour</u>	<u>Overtime Rate</u>
Principal	\$515.00	
Officer/Associate	\$215.00	
Project Manager	\$200.00-\$225.00	\$300.00-\$338.00
Engineer	\$225.00-\$265.00	\$338.00-\$398.00
CWI Welding RPR	\$220.00-\$245.00	\$330.00-\$367.00
DIXON Level 3 or AMPP Senior Certified Level 3 RPR	\$152.00-\$205.00	\$228.00-\$308.00
DIXON Level 2 or AMPP Certified Level 2 RPR	\$138.00-\$178.00	\$207.00-\$267.00
DIXON Level 1 or AMPP General Level 1 RPR	\$128.00-\$158.00	\$192.00-\$237.00
Contract Support Staff	\$158.00-\$200.00	\$237.00-\$300.00

<u>Expenses</u>	<u>Metropolitan</u>	<u>Out-State</u>
Mileage	\$0.80/mile + tolls	\$0.70/mile
Lodging & Meals	\$195.00 per diem	\$195.00 per diem
Meals Only	\$65.00 per diem	\$65.00 per diem

**FEES EFFECTIVE THROUGH: December 31, 2026 (Revised: 10/01/2025)**

## **ELECTRONIC DOCUMENTS PROTOCOL (EDP)**

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With so many personnel and parties involved in Construction, it is essential, especially through the Construction Phase, that all means of EDP, and communication be kept as simple and uniform as possible. Following is a consolidated Protocol prepared by EJCDC which DIXON will complete if contracted to follow. Otherwise, DIXON will open a line of communication as directed by email and when that contact has responded then by simple email, using the agreed addresses will be followed. This excludes Notice and Contract requirements of a contact Person (page One).

### **ARTICLE 1—ELECTRONIC DOCUMENTS PROTOCOL (EDP)**

The Main Agreement is supplemented by the following consolidated Exhibit E and Exhibit E-Attachment 1: Software Requirements for Electronic Document Exchange:

#### **E1.01 Electronic Documents Protocol**

- A. Electronic Transmittals: The parties shall conform to the following provisions together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals.
1. Basic Requirements
    - a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents by Electronic Means using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Agreement.
    - b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.
    - c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Agreement.
    - d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between the Owner and DIXON and any third party for the Project. Nothing herein will modify the requirements of the Agreement and applicable Construction Contract Documents (EJCDC G-700) regarding communications.
    - e. When transmitting Electronic Documents, the transmitting Party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving Party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.
  2. System Infrastructure for Electronic Document Exchange
    - a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. Except for minimum standards set forth in this EDP and any explicit system requirements specified by attachment to this EDP, it will be the obligation of each party to determine, for itself, its own System Infrastructure.
    - b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project.
    - c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware;

data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it will not be liable to the other party for any breach of system security.

- d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties will cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent.
  - e. Each party is responsible for its own back-up and archive of documents sent and received during the term of any Project contract/agreement under this EDP. Further, each party remains solely responsible for its own post-Project back-up and archive of project documents, as each party deems necessary for its own purposes, after the term of contract.
  - f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.
  - g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP.
  - h. If the Owner operates a Project information management system (also referred to in this EDP as "Project Website") for use of Owner, DIXON, Contractors, during the Project for exchange and storage of Project-related communications and information, then that provision and requirements shall be identified in an Exhibit J - Amendment.
- B. Software Requirements for Electronic Document Exchange; Limitations
1. Each party will acquire the software necessary to create and transmit and read Electronic Documents received from the other party (and if relevant from third parties).
  2. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in the following Attachment 1 to this EDP, including software version, if listed.

**SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE**

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices, and responses to general information requests for which there is no specific prescribed form.	Email	EML	
a.2	Meeting agendas; meeting minutes; RFI's and Responses to RFI's; and Construction Contract administrative forms.	Email w/ Attach	PDF	(2)
a.3	Contractor's Submittals (Shop Drawings, "Or Equal" requests, Substitute requests, documentation accompanying Sample submittals and other Submittals) to Owner and DIXON; and Owner's and DIXON's Responses to Contractor's Submittals, Shop Drawings, Correspondence, and Applications for Payment	Email w/ Attach	PDF	
a.4	Correspondence; Interim and Final Versions of reports, layouts, Specifications, Drawings, maps, calculations and spreadsheets, Construction Contract, Bidding/Proposal Documents, and Front-End Construction Contract Documents.	Email w/ Attach or LFE	PDF	(3)
a.5	Layouts, plans, maps, and Drawings to be submitted to Owner by DIXON for future use and modification	Email w/ Attach or LFE	DWG	
a.6	Correspondence, reports, and specifications to be submitted by DIXON to Owner for future word processing use and modification	Email w/ Attach or LFE	DOC DOCX	
a.7	Spreadsheets and data to be submitted to Owner by DIXON for future data processing use and modification DIXON can PDF any Spreadsheet.	Email w/ Attach or LFE	XLS XLSX	
a.8	Images	Email w/ Attach	JPG JPEG GIF PNG TIFF BMP	
a.9	Compressed Files	Email w/ Attach	ZIP	

<b>Notes</b>	
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of the Agreement and Construction Contract.
(2)	Transmittal of written notices is governed by requirements of the Agreement and Construction Contract.
(3)	Transmittal of Bidding/Proposal Documents and Front-End Construction Contract Documents will be in manner selected by Owner in Exhibit A, Paragraph 1.05.A.1.a. Unless otherwise expressly stated, these documents and the Construction Contract will be transmitted in PDF format, including transmittals to bidders and Contractor.
<b>Key</b>	
EML	Standard Email formats (.eml). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies.
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, Flash Drive, File Sharing Services.)
PDF	Portable Document Format readable by Adobe® Acrobat Reader.
DWG	Autodesk® AutoCAD. dwg format.
DOC/DOCX	Microsoft® Word document
XLS/XLSX	Microsoft® Excel document
DB	Microsoft® Access .mdb DIXON does not transmit Database material If required for your future use you will have the program.
<b>Minimum Version Required</b>	
Adobe® Acrobat Reader	2017-24.002 (2020)
Autodesk® AutoCAD	24.2 (2023)
Microsoft® Word	Office 2019
Microsoft® Excel	Office 2019

**GENERAL PROVISIONS and RELATED CONDITIONS**

Note: Some Articles in this Exhibit GP may not all apply to the Scope of Work in Exhibit A. They become effective and are included because additional Scopes of Work may be added at any time with a Task Order or Exhibit K.

**GP1.01 Standards of Performance:**

- A. Standard of Care: The Standard of Care for all services performed or furnished by DIXON under this Agreement will be the care and skill ordinarily used by members of this subject profession practicing under similar circumstances at the same time and in the same locality.
- B. Technical Accuracy: Client shall not be responsible for discovering deficiencies in the technical accuracy of DIXON's services. If deficiencies are discovered by DIXON, Engineer, Owner, or Bidder; DIXON shall correct deficiencies in technical accuracy without additional compensation unless such corrective action is directly attributable to deficiencies in Client furnished information.
- C. Reliance on Others: Subject to the Standard of Care set forth above- DIXON, and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers and their publishers, or technical standards.
- D. Conflict of Interest: Nothing in this Agreement will be construed to create or impose any duty on the part of DIXON that would conflict with DIXON's paramount obligations to the public health, safety, and welfare under the professional practice requirements governing DIXON, its Subconsultants or, and all licensed professionals employed by DIXON or its Subconsultants. If during the term of this Agreement a potential or actual Conflict of Interest arises or is identified, DIXON and Client together will make reasonable, good faith efforts to avoid or eliminate the Conflict of Interest.
- E. DIXON may retain such consultants as it deems necessary to assist in the performance or furnishing of services, subject to reasonable, timely, and substantive objections by Client.

**GP1.02 DIXON does NOT provide the following services which would violate the Standard of Care:**

- A. DIXON's Services and Additional Services do not include:
  - 1. serving as a "municipal advisor" for purposes of the registration requirements of the Section 975 of the Dodd-Frank Wall Street Reform and the Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission;
  - 2. advising Owner, or any municipal entity or other person or entity regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances;
  - 3. providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements, or
  - 4. providing legal advice or representation

**GP1.03 Opinions of Probable Construction Cost:**

- A. DIXON's opinions (if any) of probable Construction Cost are to be given on the basis of DIXON's experience, qualifications, and general familiarity with the coating industry. However, because DIXON has no control over the cost of labor, materials, equipment, or services furnished

by others, or over contractors' methods of determining prices, or over competitive Bidding or market conditions, DIXON cannot and does not guarantee that proposals, Bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by DIXON in Evaluation Reports or made verbally by DIXON.

**GP1.04 Use of Documents:**

- A. All Documents are instruments of service, and DIXON shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of DIXON) whether the Project is completed or not.
  - 1. Client may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project, and for related uses of Owner
  - 2. DIXON grants Client a limited license to use the Documents on the Specific Project.
  - 3. Client shall not use, reuse, or modify the Documents without written verification, review, or adaptation by DIXON. If Client reuses or modifies documents without authorization, Client shall indemnify and defend DIXON from any liabilities that result from the reuse.
  - 4. The limited license to Client shall not create any rights in third parties.

**GP1.05 Controlling Law and Compliance with Laws and Regulations:**

- A. Client and DIXON shall comply with applicable Laws and Regulations of the State where the project is located.
- B. DIXON shall comply with any and all policies, procedures, and instructions of Owner and Engineer (Client) that are applicable to DIXON's performance of services under this Agreement and that Client provides to DIXON in writing, subject to the Standard of Care set forth in Paragraph GP1.01.A above, and to the extent compliance is consistent with professional practice requirements.
- C. While at the Site, DIXON, its consultants and their employees and representatives, shall comply with the applicable requirements of Contractor's, Engineer's, Owner's and other safety programs of which DIXON has been informed.
- D. This Agreement is based on Laws and Regulations and Client-provided written policies and procedures of Client as of the Effective Date of this Agreement.

**GP1.06 Limitations of Authority of DIXON with Client and with Owner's Contractor:**

- A. This Agreement and the General Conditions of the Owner/Contractor Agreement establish DIXON's authority.
- B. The General Conditions for any construction contract documents prepared hereunder are to be EJCDC C-700 "Standard General Conditions of the Construction Contract" prepared by the Engineer's Joint Contract Documents Committee, latest Edition and as modified by DIXON for the coating industry, unless expressly indicated otherwise. If Client supplied General Conditions are used, then DIXON supplied Additions to General Conditions for the Coating Industry shall also be used to the extent they do not conflict with Owner's General Conditions.

**GP1.07 Visits to Site and Observation of Construction**

- A. In connection with observation of Work while it is in progress, in particular with respect to Work that is designed or specified by DIXON, and Work specifically designated by Client for observation by DIXON:
1. Make visits to the Site as detailed in EX A at intervals appropriate to the various stages of construction as DIXON deems necessary to observe as an experienced and qualified design professional the progress of Contractor's executed Work.
  2. Such visits and observations by DIXON including DRR, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specially assigned to DIXON in this Agreement, but
  3. are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on DIXON's exercise of professional judgement.
  4. Based on information obtained during such visits and observations, DIXON will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and
  5. DIXON shall keep Client informed of the progress of the Work.
- B. The purpose of DIXON's visits to the Site including efforts of DRR,
1. will be to enable DIXON to better carry out the duties and responsibilities assigned to and undertaken by DIXON during the Construction Phase; and, in addition,
  2. by the exercise of DIXON's efforts, as an experienced and qualified design professional, to provide for Client a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents.
- C. DIXON shall not during such visits or as a result of such observations of the Work,
1. supervise, direct, or have control over the Work,
  2. nor shall DIXON have authority over or responsibility,
    - a. for the means, methods, techniques, sequences, or procedures of construction selected or used by any Contractor,
    - b. for security or safety at the Site, for safety precautions and programs incident to any Contractor's work in progress,
    - c. for the coordination of the Contractors' work or schedules, nor
    - d. for any failure of a Contractor's furnishing and performing of its work, or any portion of the Work
    - e. for the acts or omissions of any Contractor
    - f. for any failure of any Contractor to comply with Laws and Regulations applicable to furnishing and performing of its work.
- D. Accordingly, DIXON does not guarantee the performance of any Contractor in accordance with the Owner/Contractor Construction Contract Documents.
- E. DIXON shall not be responsible for any decisions made regarding the Construction Agreement requirements, or any application, interpretation, clarification, or modification of the Construction Agreement documents other than those made by DIXON or its consultants.

**GP1.08 Environmental Condition of Site: Constituents of Concern (CC)**

- A. Client represents to DIXON that as of the Effective Date and to the best of Client's knowledge, there are no Constituents of Concern, other than those disclosed in writing to DIXON, exist at or

adjacent to the Site. Client has forwarded to DIXON copies of all documents in Client's possession, including disclosures from Owner to Engineer, regarding the presence of known and suspected Constituents of Concern located at or near the Site, including type, quantity, and location.

B. Definitions:

1. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
  2. Undisclosed Constituents of Concern. For purposes of this Article GP1.08 the presence at or adjacent to the Site of Constituents of Concern that was not disclosed to DIXON pursuant to this Article GP1.08, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as "Undisclosed" Constituents of Concern.
  3. "Known" Constituents of Concern - Constituents of concern in the coating industry- The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not Undisclosed Constituents of Concern. DIXON and Client acknowledge that the coating industry may generate hazardous waste or constituents of concern (CC) when removing old coatings, CC may be existing in soils from coating removal in the past, and some gasket materials contained asbestos. Old coatings may contain heavy metals such as lead, chrome, and cadmium. Hazardous solvents may be present in new coatings, thinners, or used in the cleaning of equipment. These materials may be CC but are considered "Known" CC.
- C. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not Undisclosed Constituents of Concern if DIXON has been informed of the general scope of such contract.
- D. If DIXON encounters or learns of an Undisclosed Constituents of Concern at the Site, then DIXON shall notify Client. State and Federal notifications, if required, are the responsibility of the Owner.
- E. If DIXON or any other party encounters, uncovers, or reveals an Undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to Disclosed or Undisclosed Constituent of Concern, then either Client or DIXON may, at its option and without liability for any damages, suspend performance of services on the portion of the Project adversely affected thereby until such portion of the Project is no longer affected.
- F. Client acknowledges that DIXON is performing professional services for Client, and that DIXON is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as determined in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with DIXON's activities under this Agreement.

**GP1.09 Dispute Resolution:** DIXON and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights at law.

**GP1.10 Suspension and Termination:**

A. Suspension:

1. By Client: Owner or Client may suspend the Project for up to 90 days upon seven days written notice to DIXON.
2. By DIXON: DIXON may, after giving seven days written notice to Client, suspend services under this Agreement
  - a. if Client has failed to pay DIXON for invoiced services and expenses, or in response to the presence of Constituents of Concern at the Site.
  - b. If persistent circumstances beyond the control of DIXON have prevented it from performing its obligations under the Agreement or Task Order.

B. Termination for Cause – DIXON/Client Agreements or Separate Task Orders: The obligation to provide further services under this Agreement or Task Order may be terminated:

1. For cause, by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
2. By DIXON: Upon seven days written notice:
  - a. if Client demands that DIXON furnish or perform services contrary to DIXON's responsibilities as a licensed professional; or
  - b. if services for the Project are delayed or suspended for more than 90 days for reasons beyond DIXON's control, or
  - c. as the result of the presence at the Site of undisclosed Constituents of Concern.
3. Notwithstanding the foregoing, an Agreement or Task Order will not terminate for Cause, under this Article, if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof. If and to the extent such substantial failure cannot be reasonably cured within the 30 day period of diligent effort, and party continues to cure the same, then the cure period will extend up to, but in no case more than, 60 days after the date of receipt of the notice.

C. Termination for Convenience - by Client and is effective upon DIXON's receipt of notice from Client.

D. The time, between Contract Award and the contracted start date of Construction, or if Construction is postponed for the off season (winter), shall not be considered a "suspension" or reason for Termination.

E. DIXON shall have no liability to the Owner or Client, on account of such termination.

F. In the event of Multiple active Task Orders; The Termination of a Task Order for Cause or Convenience does not affect the status of the remaining active Task Orders.

G. Effective Date of Termination: If Client terminates the Agreement or a specific Task Order for cause or convenience, Client may set the effective date of Termination at a time up to 30 days later than otherwise provided, to allow DIXON to demobilize personnel and equipment from the Site to complete tasks whose value would otherwise be lost, to prepare notes as to the status of

completed and uncompleted tasks, and to assemble project materials in orderly files. DIXON shall be entitled to compensation for such tasks.

- H. Payments Upon Termination: In the event of termination by Client or DIXON for cause, DIXON shall be entitled to invoice Client and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C Attachment 2.

**GP1.11 Records Retention:**

- A. DIXON shall maintain on file in digital format, for a period of five years following completion or termination of its services under a Client Agreement or a specific Task Order, or such other period as required by Laws and Regulations, all Documents, records (including cost records), and design calculations related to DIXON's services or pertinent to DIXON's performance under the Agreement or Task Order. Upon Client's request, DIXON shall provide a copy of any such item to Client at cost.
- B. DIXON will obtain Owner's consent, which will not be unreasonably withheld, prior to releasing any publicity regarding the subject matter of this Agreement. Nothing herein will limit DIXON's right to include information in statements of qualifications and proposals to others accurately describing its participation and participation of employees in the Project.

**INSURANCE REQUIREMENTS AND INDEMNIFICATION**

The Agreement is supplemented to include the following insurance requirements and indemnification clauses of the parties:

**IR1.01 Insurance Requirements**

- A. The limits of liability for the insurance required by the Agreement are as follows:
  - 1. DIXON/Client will obtain/carry the following insurance policies and with the listed amounts as a minimum :
    - a. Worker’ Compensation Statutory
    - b. Employer’s Liability –
      - 1) Bodily injury, each Accident: \$1,000,000
      - 2) Bodily injury by disease, each employee: \$1,000,000
      - 3) Bodily injury/disease, aggregate: \$1,000,000
    - c. General Liability –
      - 1) Each Occurrence (Bodily injury and Property damage) \$1,000,000
      - 2) General Aggregate: \$2,000,000
    - d. Excess or Umbrella Liability –
      - 1) Per Occurrence: \$2,000,000
      - 2) General Aggregate \$2,000,000
    - e. Automobile Liability – Combined Single Limit \$1,000,000
    - f. Professional Liability - (required only of Engineer Client)
      - 1) Each Claim Made \$2,000,000
      - 2) Annual Aggregate \$2,000,000

**IR1.02 Insurance Requirements**

- A. DIXON shall cause Client and other parties requested by Owner Electronic Data Transmittal Protocol within reason, to be listed as additional insureds on any applicable general liability insurance policy carried by DIXON.
- B. DIXON shall deliver to the Client certificates of insurance evidencing the coverages indicated in Exhibit IR. Such certificates shall be furnished prior to commencement of DIXON’s Services and at renewals thereafter during the life of the Agreement.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Client's and DIXON's interests in the Project. Owner shall also require Contractor to cause DIXON to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- D. If any policy of property insurance relating to the Project, including but not limited to any builder’s risk policy, allows for waiver of subrogation rights and contains provisions to the effect that in the event of payment of any loss or damage, the insurers will have no rights of recovery against any insured thereunder or against Client. Then Client and DIXON hereby waive all rights against each other, Owner, and Contractor, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such builder’s risk policy or other property insurance policy relating to the project. The Client shall take appropriate measures in other Project-related contracts to secure waivers of rights.

Exhibits: A, C, E, GP, IR                      Owner: City of New Berlin, WI                      Page 24 of 26  
 Tank No: 49-68-24-01/ 02 (Sunny Slope)/ 03 (Rock Ridge Road)/  
 04 (Valley View Road)/ 05 (National Ave)/ 06 (Rogers Drive)/ 07 (Green Ridge Reservoir)/  
 08 (National Ave)/ 09 (Green Ridge Well)/ 10 (Valley View Road)

- E. At any time, Client may request that DIXON, at Client's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit IR. If so, requested by Client, and if commercially available, DIXON shall obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Client, and Exhibit IR will be supplemented to incorporate these requirements.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement, and immediately either take action to avoid cancellation or a reduction in limits or obtain replacement coverage meeting the requirements of this Agreement.

## **PART 2 LIMITATIONS OF LIABILITY**

### **IR2.01 Definitions:**

- A. Client and Party 1 is Client and Client's officers, directors, membership, partners, agents, employees, consultants, and if Client is Owner then also others retained by or under contract to the Owner, with respect to this Agreement or to the Project.
- B. DIXON and Party 2 is DIXON and/or DIXON's officers, directors, members, partners, agents, employees, consultants, subcontractors, or others under contract to DIXON relative to this Project or Agreement.

### **IR2.02 Indemnification**

- A. Indemnification: to the fullest extent permitted by Laws and Regulations, DIXON shall indemnify and hold harmless, Client and Party 1; and Client shall indemnify and hold harmless DIXON and Party 2; from losses, damages, and judgments (including reasonable attorneys' fees and expenses) arising from third-party claims or actions relating to the Project:
  - 1. By Client and Party 1 and by DIXON and Party 2 -provided that such claim, action loss, damages, or judgement is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by negligent act or omission of DIXON or Client, and associated Parties 1 and 2.
- B. DIXON's Liability Limited to Amount of Insurance Proceeds: DIXON shall procure and maintain insurance as required by and set forth in this Exhibit IR to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by Laws and Regulations, the total liability, in the aggregate, of DIXON and Party 2 to Client and anyone claiming by, through, or under Client for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability breach of contract, indemnity obligations, or warranty express or implied; shall not exceed the total insurance proceeds paid on behalf of or to DIXON by DIXON's insurers in settlement or satisfaction of Client's Claims under the terms and conditions of DIXON's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required

Exhibits: A, C, E, GP, IR

Owner: City of New Berlin, WI

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Tank No: 49-68-24-01/ 02 (Sunny Slope)/ 03 (Rock Ridge Road)/  
04 (Valley View Road)/ 05 (National Ave)/ 06 (Rogers Drive)/ 07 (Green Ridge Reservoir)/  
08 (National Ave)/ 09 (Green Ridge Well)/ 10 (Valley View Road)

under this Agreement. If no such insurance coverage is provided by Client with respect to Client's Claims, then the total liability, in the aggregate, of DIXON and Party 2 to Client and anyone claiming by, through, or under Client for any and all such uninsured Client's claims shall not exceed \$25,000.

**IR2.03 Mutual Waiver**

- A. Mutual Waiver - Exclusion of Special, Incidental, Indirect, and Consequential Damages - To the fullest extent permitted by law, and notwithstanding any other provisions in the Agreement, consistent with the terms of this Agreement, DIXON and Party 2, shall not be liable to Client or anyone claiming by, through, or under Client and Party 1, for any and all claims for or entitlement to special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes including but not limited to: damage to water supply or reduction in fire protection.

**IR2.04 Percentage Share of Negligence**

- A. To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of DIXON, Client, and all other negligent entities and individuals.

**IR2.05 No Defense Obligation**

- A. The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressed.

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# STAFF REPORT

## EXECUTIVE SUMMARY

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**APPLICANT:** Waukesha County DPW

**PROJECT:** Moorland Road Land Acquisition – Sanitary Sewer

**LOCATION:** Moorland Road (CTH O) from Cleveland Avenue (CTH D) to Greenfield Avenue (STH 59)

**REQUEST:** Discussion and possible recommendation to the Common Council to approve the Temporary Construction Easement, Conveyance of Rights in Land, and Lump Sum Agreement for the Sanitary Sewer easements associated with the Moorland Road Project 2722-04-01.

**D.C.D. RECOMMENDATION:** Recommend to the Common Council approval of the Temporary Construction Easement, Conveyance of Rights in Land, and Lump Sum Agreement for Payment for Lands Amendment for the Sanitary Sewer easements associated with the Moorland Road Project 2722-04-01.

1. The City of New Berlin has 7 parcels with sanitary sewer easements that will be impacted by the Moorland Road reconstruction project that is planned for 2027. Waukesha County is seeking a Temporary Construction Easement over lands the City has easement interest. The list of parcels and the map showing the locations is attached as part of the Temporary Construction Easement documentation.
2. Waukesha County is seeking a Conveyance of Rights in Land for two parcels: Parcel 7 (Tax Key NBC 1195.973) and Parcel 33 (Tax Key NBC 1164.004 for release of rights to lands owned by these two properties where City sanitary sewer is located.
3. In compensation for the cost to relocate the affected sanitary sewer, a Lump Sum Agreement will be entered into between Waukesha County and the City of New Berlin to remove and relocate the City's sanitary sewer. Since no infrastructure work will be completed with the project construction, no fee would be requested in advance of the project construction.

**Attachment:**

Temporary Construction Easement

Conveyance of Rights of Land

Lump Sum Agreement for Payment for Lands or Interests in Lands Acquired from Public Utility

**CONVEYANCE OF RIGHTS IN LAND**

**(Non-Fee Land Interests)**

Exempt from-filing transfer form s.77.21(1) Wis. Stats.  
Locals 11/2016 County Projects s 83.08(1) Wis. Stats.

The City of New Berlin, GRANTOR, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, grants and conveys any and all rights and interest which, by virtue of prior title, easement, license, or other legal devices, GRANTOR holds in the land described below to the County of Waukesha, GRANTEE, for the purposes of constructing, operating, and maintaining a public highway and appurtenant facilities on, over, under, or across the said land; provided, however that GRANTOR reserves to itself the subordinate right to cross, traverse, or otherwise occupy said land with its present and future overhead or underground transmission lines, appurtenant facilities, and supporting structures in a manner consistent with the purposes of this conveyance and in a manner which will not interfere with normal roadway maintenance and operation; provided, further, that the costs of any relocation or alteration, now or in the future, of the transmission lines, appurtenant facilities, or supporting structures when required by the GRANTEE for any reason, including accommodating future expanded or additional highway facilities on, over, under or across said land, will be paid by the GRANTEE; provided, however, that the costs of such relocation or alteration, or of the installation of new or additional facilities when done at the instance of and for the purposes of the GRANTOR, will be defrayed by the GRANTOR.

This conveyance shall be binding on the GRANTOR, GRANTEE, and their respective successors and assigns.

Other persons having an interest in record in the property:  
None

**Legal Description**  
see attached

This space is reserved for recording data

Return to  
Waukesha County DPW  
515 W Moreland Blvd Room 220  
Waukesha WI 53188

Parcel Identification Number/Tax Key Number  
NBC 1195 973, NBC 1164 004

The undersigned certify that this instrument is executed pursuant to a resolution of the Board of Directors (or shareholders, stockholders, or members, if authorized by law) of GRANTOR corporation or cooperative.

**Acknowledgment**

\_\_\_\_\_  
The City of New Berlin  
(Grantor Name)  
  
\_\_\_\_\_  
(Signature)  
  
\_\_\_\_\_  
(Title)  
  
\_\_\_\_\_  
(Print Name)  
  
\_\_\_\_\_  
(Signature)  
  
\_\_\_\_\_  
(Title)  
  
\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Date)  
State of \_\_\_\_\_ )  
\_\_\_\_\_) ss.  
\_\_\_\_\_ County )  
On the above date, this instrument was acknowledged before me by  
the named person(s).  
  
\_\_\_\_\_  
(Signature, Notary Public)  
  
\_\_\_\_\_  
(Print or Type Name, Notary Public)  
  
\_\_\_\_\_  
(Date Commission Expires)

**Fee Title** in and to all that part of Lot 2, in Block 1, of the unrecorded plat of Acredale, being a part of the Northwest 1/4 of the Southwest 1/4 of Section 11, Township 6 North, Range 20 East, in the City of New Berlin, Waukesha County, State of Wisconsin, more particularly described as follows:

Commencing at the Northwest corner of said Northwest 1/4 Section; thence North 89°50'37" East, along the North line of said Northwest 1/4 Section, 169.66 feet to a point; thence South 00°09'23" East, 50.00 feet to the point of beginning of the lands to be described; thence North 89°50'37" East, 165.00 feet to a point; thence South 00°13'50" West, 1.35 feet to a point; thence South 87°02'23" West, 135.96 feet to a point; thence South 89°50'37" West, 29.25 feet to a point; thence North 00°13'50" East, 8.00 feet to the point of beginning.

Said description contains 869 square feet or 0.020 acres more or less of new right of way.

**Fee Title** in and to all that part of Parcel 1 of Certified Survey Map No. 3171 recorded in Volume 24 of Certified Survey Maps, on Pages 8 through 10, as Document No. 1028878, at the Waukesha County Register of deeds, being a part of the Southeast 1/4 of the Southeast 1/4 of Section 3, Township 6 North, Range 20 East, in the City of New Berlin, Waukesha County, State of Wisconsin, more particularly described as follows:

Beginning at the Northeast Corner of Parcel 1 of Certified Survey Map No. 3171; thence South 01°59'26" East, along the East line of said Parcel 1, a distance of 9.45 feet to a point; thence North 88°02'06" West, 156.63 feet to a point on the North line of Parcel 1 of Certified Survey Map No. 3171; thence North 88°30'19" East, along said North line of Parcel 1, a distance of 156.27 feet to the point of beginning.

Said description contains 738 square feet or 0.017 acres more or less of new right of way.

**TEMPORARY CONSTRUCTION EASEMENT  
(Traditional Right-of-Way Plat)**

The City of New Berlin, Grantor, which has an interest in the lands described below, grants to the Waukesha County, Grantee, the right and permission to occupy Grantor's easement area for highway improvement purposes, which may include but are not limited to: 1) Constructing slopes and drainage facilities on the following described lands, including the right to operate necessary equipment thereon; 2) The right of ingress and egress, as long as required for such public purpose, including the right to preserve, protect, remove or plant thereon any vegetation that the highway authorities may deem desirable to prevent erosion of the soil, provided such activities are consistent with the rights held by the Grantor under its easement.

The said lands are situated in the City of New Berlin, Waukesha County, Wisconsin and are shown on Sheet Number(s) 4.04, 4.05, and 4.09, which is a part of the Right-of-Way Plat for Project No. 2722-04-21, filed by the grantee with the County Clerk and County Highway Committee of the said County as required by Wisconsin Statutes. This plat is also available for viewing at the Office located at 515 W. Moreland Blvd, Waukesha, WI 53188.

The said lands are part of Parcel(s) 21, as shown on said Right-of-Way Plat and are further described as lying in the Northeast ¼ of Section 10, Southeast ¼ of Section 10, Southeast ¼ of Section 3, Town 6 North Range 20 East in the City of New Berlin, Waukesha County, State of Wisconsin.

This Temporary Construction Easement establishes the right of Grantee to occupy lands on which Grantor has easement interests. However, Grantor reserves to itself the right to continue to use said easement area with its present and future overhead and/or underground facilities in a manner which is consistent with this grant, and further, that the costs of any relocation or alteration of any facilities of Grantor required by Grantee to accomplish its work, now or in the future, will be paid by Grantee.

This Temporary Construction Easement shall terminate upon completion of Construction Project No. 2722-04-71 for which this instrument is given. The Grantor has a prescriptive right or an easement and therefore grants this Temporary Construction Easement as a holder of a property interest and not as a property owner.

The Grantor's easement is recorded as (see attachment) in the Waukesha County Register of Deeds Office or exists by prescriptive rights as defined by Section 893.28 Wisconsin Statutes.

December 19, 2024  
\_\_\_\_\_  
(Document Created Date)

The City of New Berlin  
\_\_\_\_\_  
(Company)

\_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
(Title)

Utility Parcel 101, City of New Berlin Sanitary (Temp. Construction Easement-Attachment)

Volume	Page	Document No	Parcel #	Tax I.D. #
1049	501	662489	1	NBC 1189 017 002
42	207	744606	2	NBC 1192 001 008
479	485	1174412	7	NBC 1195 973
462	883	1163823	8	NBC 1195 972
470	816	1169223	9	NBC 1195 971
		Prescriptive	10	NBC 1195 960
		Prescriptive	32	NBC 1164 005



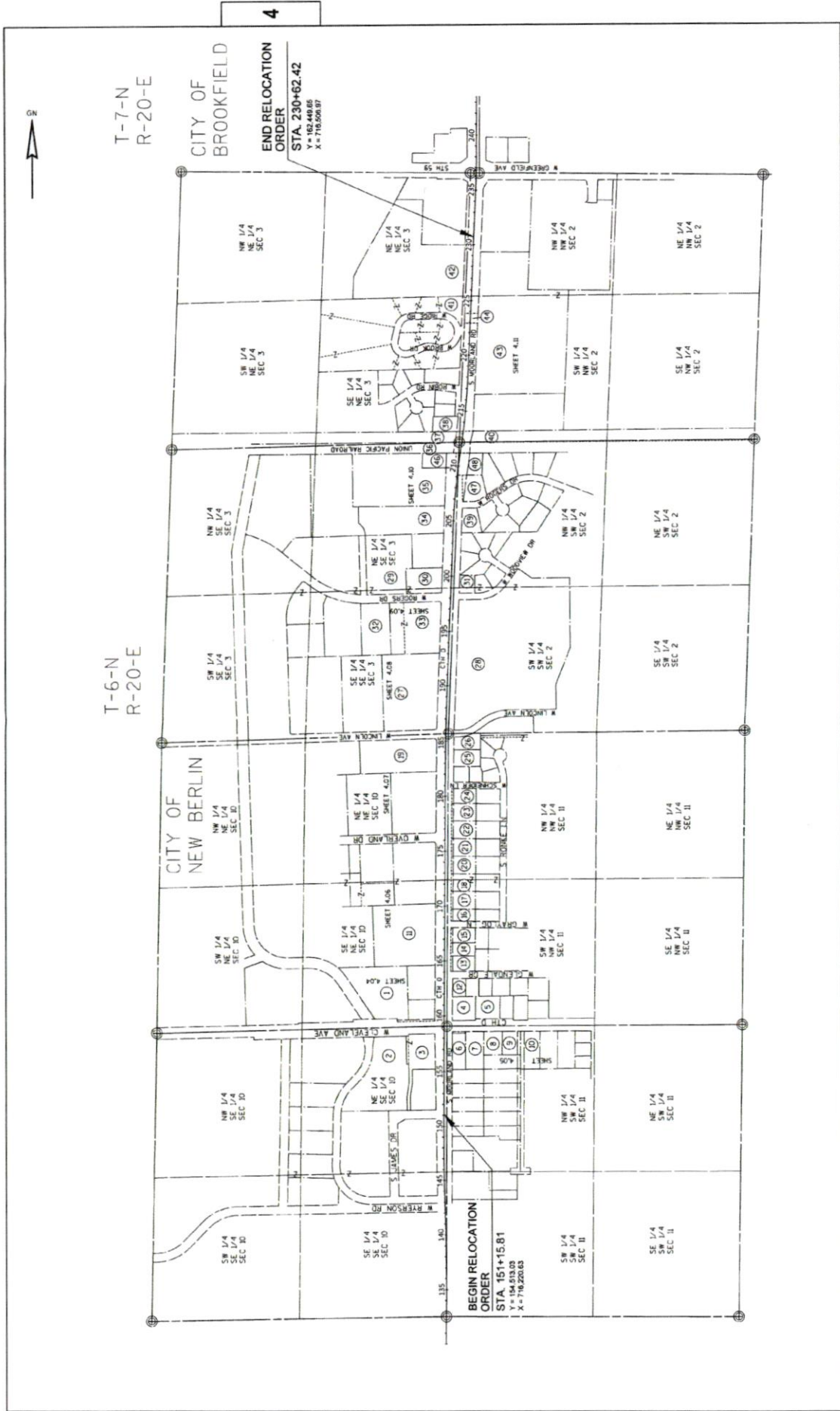
# SCHEDULE OF LANDS & INTERESTS REQUIRED

OWNERS NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY  
 AS THE INTERESTS ARE TO BE TRANSFERRED TO  
 LAND AND INTERESTS TO WAUKESHA COUNTY

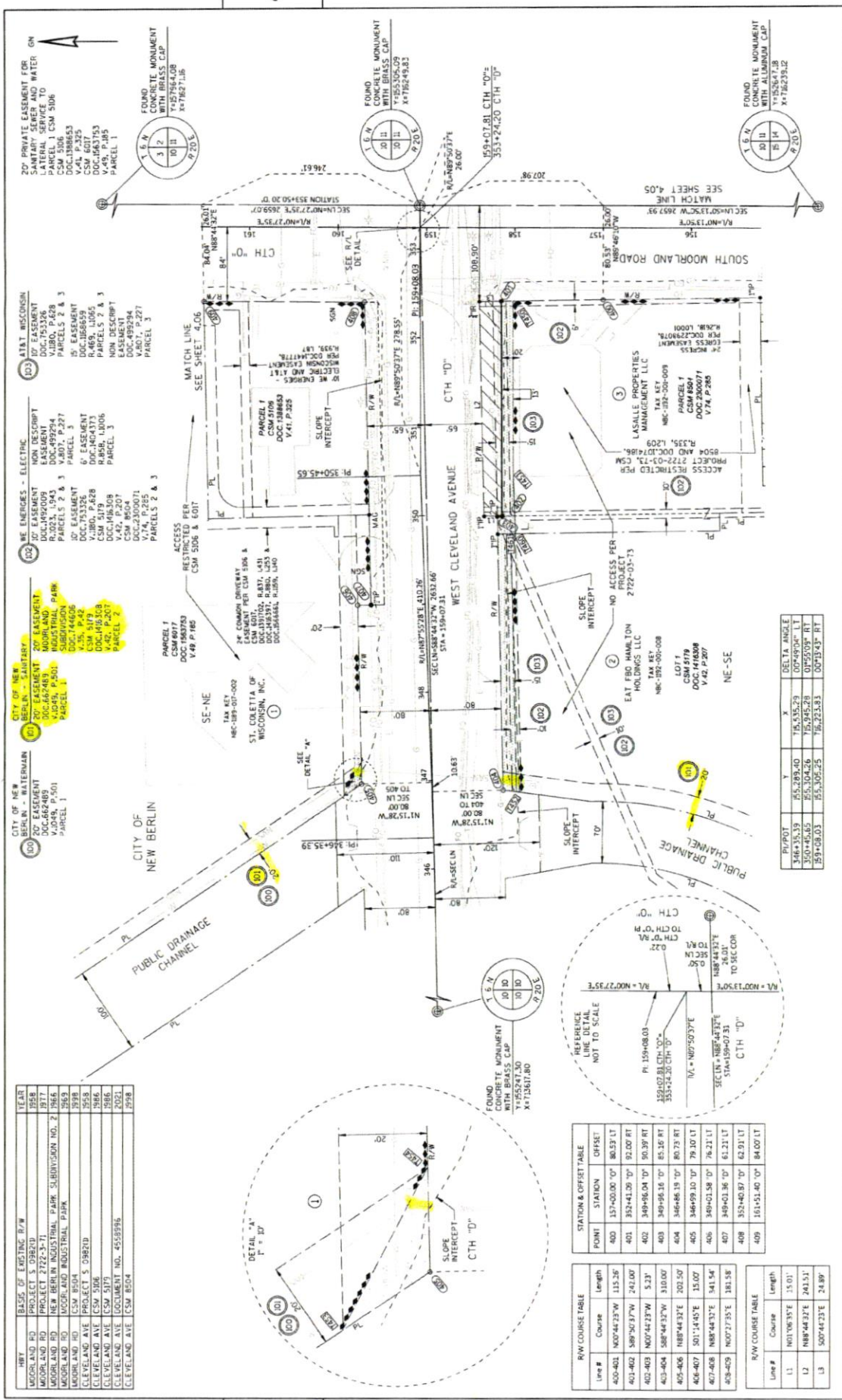
PANEL NUMBER	SHEET NUMBER	OWNER(S)	INTEREST(S) REQUIRED	R/W ACRES REQUIRED		TOTAL ACRES	RELEASE OF RIGHTS
				NEW	EXISTING		
1	4.04	ST. COLETTA OF WISCONSIN, INC.	FEF, TLE	-	0.0006	-	RELEASE OF RIGHTS
2	4.04	EAT FRO HAMPTON HOLDINGS LLC	FEF, TLE	-	0.108	-	RELEASE OF RIGHTS
3	4.04	LASALLE PROPERTIES MANAGEMENT LLC	FEF, TLE	0.025	-	0.025	RELEASE OF RIGHTS
4	4.05	ARC CAPESAUOUI, LLC	FEF, TLE	0.032	-	0.032	RELEASE OF RIGHTS
5	4.05	MARY PAULA	FEF, TLE	-	0.017	-	RELEASE OF RIGHTS
6	4.05	DUBBIN PETROLEUM, LLC	FEF, TLE	0.024	-	0.024	RELEASE OF RIGHTS
7	4.05	ALBERT B. HEHL	FEF, TLE	0.020	-	0.020	RELEASE OF RIGHTS
8	4.05	LEE K. GAETHKE	FEF, TLE	-	0.140	-	RELEASE OF RIGHTS
9	4.05	ERIC KRUEGER	FEF, TLE	-	0.049	-	RELEASE OF RIGHTS
10	4.05	TIG III ACQUISITION, L.L.C.	FEF, TLE	-	0.022	-	RELEASE OF RIGHTS
11	4.06	JOHN R. & TAMMY J. FEDER	FEF, TLE	-	0.021	-	RELEASE OF RIGHTS
12	4.06	MARY C. & GREGORY G. KRADMER	FEF, TLE	0.005	-	0.005	RELEASE OF RIGHTS
13	4.06	MICHAEL J. CYCHOST	FEF, TLE	0.006	-	0.006	RELEASE OF RIGHTS
14	4.06	JAMES H. CLARK	FEF, TLE	0.003	-	0.003	RELEASE OF RIGHTS
15	4.06	SEAN M. & JUDY L. SCHNEIDER	FEF, TLE	0.021	-	0.021	RELEASE OF RIGHTS
16	4.06	SEAN M. & JUDY L. SCHNEIDER	FEF, TLE	0.021	-	0.021	RELEASE OF RIGHTS
17	4.06	SEAN M. & JUDY L. SCHNEIDER	FEF, TLE	0.021	-	0.021	RELEASE OF RIGHTS
18	4.06 & 4.07	TIMOTHY C. & ALISA R. JOHNSON	FEF, TLE	-	0.022	-	RELEASE OF RIGHTS
19	4.07	MOD PRODUCTS 2, LLC	FEF, TLE	0.067	-	0.067	RELEASE OF RIGHTS
20	4.07	BRUCE & DAWN BRINNES	FEF, TLE	-	0.108	-	RELEASE OF RIGHTS
21	4.07	JAMIE C. JOHNSON	FEF, TLE	-	0.034	-	RELEASE OF RIGHTS
22	4.07	ALJANDRA GAMBRA & JAVIER RODRIGUEZ CONTRALEZ	FEF, TLE	-	0.005	-	RELEASE OF RIGHTS
23	4.07	PELLEY & SCOTT J. FICKENBACH	FEF, TLE	0.025	-	0.025	RELEASE OF RIGHTS
24	4.07	DAVID L. & DAWN OLSON	FEF, TLE	0.025	-	0.025	RELEASE OF RIGHTS
25	4.07	DANIEL S. & DAWN OLSON	FEF, TLE	0.025	-	0.025	RELEASE OF RIGHTS
26	4.07	JASON MCRAE & JILL GROSHEK	FEF, TLE	0.008	-	0.008	RELEASE OF RIGHTS
27	4.08	HADER INDUSTRIES, INC.	FEF, TLE	0.009	-	0.009	RELEASE OF RIGHTS
28	4.08 & 4.09	SANGLIARY OF WOODSHIRE DEVELOPMENT COMPANY, LLC	FEF, TLE	0.067	-	0.067	RELEASE OF RIGHTS
29	4.09	RUNDLE-SPENCE MFG. CO.	FEF, TLE	-	0.044	-	RELEASE OF RIGHTS
30	4.09	KWK TRIP, INC.	FEF, TLE	-	0.081	-	RELEASE OF RIGHTS
31	4.09	ESTERAN ABREGON	FEF, TLE	-	0.015	-	RELEASE OF RIGHTS
32	4.09	COOP EARTH LP	FEF, TLE	0.116	-	0.116	RELEASE OF RIGHTS
33	4.09	COOP EARTH LP	FEF, TLE	0.116	-	0.116	RELEASE OF RIGHTS
34	4.10	TOP SHELF NEW BERLIN, LLC	FEF, TLE	-	0.005	-	RELEASE OF RIGHTS
35	4.10	WAUSAU EQUIPMENT COMPANY LLC	FEF, TLE	-	0.022	-	RELEASE OF RIGHTS
36	4.10	THE MILWAUKEE AND MADISON RAILWAY COMPANY	FEF, TLE	-	0.012	-	RELEASE OF RIGHTS
37	4.10	WISCONSIN ELECTRIC POWER COMPANY	FEF, TLE	0.015	-	0.015	RELEASE OF RIGHTS
38	4.10	SCOTT A. POETINE AND LIFE ESTATE INTEREST OF ANNA ZACHER	FEF, TLE	-	0.004	-	RELEASE OF RIGHTS
39	4.10	TIMOTHY S. KRATZ & MARISA E. PRONDZINSKI	FEF, TLE	0.003	-	0.003	RELEASE OF RIGHTS
40	4.10	WISCONSIN ELECTRIC POWER COMPANY	FEF, TLE	0.253	-	0.253	RELEASE OF RIGHTS
41	4.11	WISCONSIN ELECTRIC POWER COMPANY	FEF, TLE	-	0.013	-	RELEASE OF RIGHTS
42	4.11	DEER CREEK RUN APARTMENTS, LLC	FEF, TLE	-	0.082	-	RELEASE OF RIGHTS
43	4.11	HIGHLAND MEMORIAL PARK INC.	FEF, TLE	-	0.205	-	RELEASE OF RIGHTS
44	4.11	CITY OF NEW BERLIN	FEF, TLE	-	0.248	-	RELEASE OF RIGHTS
45	4.11	ELIMATED	FEF, TLE	-	-	-	RELEASE OF RIGHTS
46	4.10	480 INVESTMENTS, LLC	FEF, TLE	-	0.333	-	RELEASE OF RIGHTS
47	4.10	JAMIE DANIEL & ROSEMARY LINDA TATICKER	FEF, TLE	-	0.095	-	RELEASE OF RIGHTS
48	4.10	CITY OF NEW BERLIN	FEF, TLE	-	0.042	-	RELEASE OF RIGHTS

UTILITY NUMBER	SHEET NUMBER	OWNER	INTEREST REQUIRED
01	4.04, 4.05 & 4.07	CITY OF NEW BERLIN - WATERMAIN	RELEASE OF RIGHTS
02	4.04, 4.05, 4.06, 4.07, 4.08, WE ENERGIES - ELECTRIC	CITY OF NEW BERLIN - SANITARY	RELEASE OF RIGHTS
03	4.04, 4.05, 4.06, 4.07	AT&T WISCONSIN	RELEASE OF RIGHTS
04	4.10	AMERICAN TRANSPORTATION COMPANY	RELEASE OF RIGHTS
05	4.10	AMERICAN TRANSPORTATION COMPANY	RELEASE OF RIGHTS
06	4.05 & 4.07	SPRINT COMMUNICATIONS	RELEASE OF RIGHTS
07	4.05 & 4.07	CHARTER COMMUNICATIONS	RELEASE OF RIGHTS
08	4.05, 4.07 & 4.10	WOODSTAR	RELEASE OF RIGHTS
09	4.10	CENTURYLINK	RELEASE OF RIGHTS
10	4.10	CENTURYLINK	RELEASE OF RIGHTS
11	4.10	LUMEN	RELEASE OF RIGHTS

PROJECT NAME: **MOORLAND ROAD (CTH O)** STATE R/W PROJECT NUMBER: **2722-04-21** PLAT SHEET: **4.02**  
 COUNTY: **WAUKESHA** CONSTRUCTION PROJECT NUMBER: **2722-04-71** PS&E SHEET: **E**  
 DATE: **08/22/2024** GRID FACTOR: **N/A** SCALE: **1"=40'**  
 DATE: **11/13/2024** GRID FACTOR: **N/A** SCALE: **1"=40'**  
 DATE: **11/13/2024** GRID FACTOR: **N/A** SCALE: **1"=40'**  
 DATE: **11/13/2024** GRID FACTOR: **N/A** SCALE: **1"=40'**



PROJ. DATE 08/22/2024	DATE 08/22/2024	SCALE (FEET) 0 100 200	STATE R/W PROJECT NUMBER 2722-04-21	PLAT SHEET 4.03
PROJ. NAME T-7-N R-20-E	GRID FACTOR N/A	COUNTY WAUKESHA	CONSTRUCTION PROJECT NUMBER 2722-04-71	PS&E SHEET E
PROJ. NAME T-6-N R-20-E	HWY MOORLAND ROAD (CTH 0)	PLAT NAME ZODROW, SHANE	PILOT BY 11/13/2024 12:09 PM	PILOT SCALE
PROJ. NAME T-7-N R-20-E	END RELOCATION ORDER STA. 230+62.42 X = 716.508.87	BEGIN RELOCATION ORDER STA. 151+15.81 X = 154.853.03 X = 716.220.63	FILE NAME TITLE SHEET - SCHEDULE - LAYOUT.DWG LAYOUT NAME - 399414.03	WISDOT/CADDS SHEET 76



YEAR	BASES OF EXISTING R/W
1958	MOORLAND RD PROJECT S OBRZID
1958	MOORLAND RD PROJECT 2722-3-71
1966	NEW BERLIN INDUSTRIAL PARK SUBDIVISION NO. 2
1969	MOORLAND RD MOORLAND INDUSTRIAL PARK
1978	MOORLAND RD CSM 8504
1978	CLEVELAND AVE PROJECT S OBRZID
1986	CLEVELAND AVE CSM 3008
1986	CLEVELAND AVE CSM 3017
1986	CLEVELAND AVE CSM 3018
1996	CLEVELAND AVE PROJECT NO. 455896
1998	CLEVELAND AVE CSM 8504

NO.	DESCRIPTION	DATE	BY
100	CITY OF NEW BERLIN - WATERMAN	1/10/24	P. 001
101	CITY OF NEW BERLIN - SAFFARY	1/10/24	P. 001
102	WE ENERGIES - ELECTRIC	1/10/24	P. 001
103	AT&T WISCONSIN	1/10/24	P. 001

LINE #	COURSE	LENGTH
400-401	N00°44'23"W	115.26'
401-402	S89°50'37"W	242.00'
402-403	N07°42'27"W	5.33'
403-404	S89°44'37"W	310.00'
404-405	N89°44'37"E	202.50'
405-406	S01°14'52"E	13.00'
406-407	N89°44'37"E	341.54'
407-408	N00°27'53"E	181.58'
408-409	N00°27'53"E	84.00'

LINE #	COURSE	LENGTH
11	N01°06'35"E	13.01'
12	N89°44'37"E	241.51'
13	S00°44'23"E	24.89'

POINT	STATION	OFFSET
400	137+00.00	80.53' LT
401	332+41.20	92.00' RT
402	349+86.04	90.39' RT
403	349+86.18	83.18' RT
404	346+88.19	80.73' RT
405	346+99.10	79.10' LT
406	349+01.58	76.21' LT
407	349+01.36	61.21' LT
408	352+40.87	62.91' LT
409	161+51.40	84.00' LT

P/R/POUT	Y	X	DELTA ANGLE
346+35.39	55,289.40	175,535.29	00°49'04" LT
350+46.05	55,304.26	175,945.28	01°55'03" RT
351+09.03	55,305.25	176,223.83	00°19'43" RT

DATE	GRID FACTOR	BY
08/22/2024	N/A	

**RO 2 DRAFT 1/13/2024**

DATE: 08/22/2024  
 GRID FACTOR: N/A  
 STATE: MOORLAND ROAD (CTH 0)  
 COUNTY: WAUKESHA  
 CONSTRUCTION PROJECT NUMBER: 2722-04-71  
 STATE: NW PROJECT NUMBER: 2722-04-21  
 PLAT SHEET: 4.04  
 PS&E SHEET: E

DATE: 11/13/2024  
 PLOT DATE: 11/13/2024 12:31 PM  
 PLOT NAME: 2722-04-71  
 PLOT SCALE: 1"=40'

DATE: 08/22/2024  
 GRID FACTOR: N/A  
 STATE: MOORLAND ROAD (CTH 0)  
 COUNTY: WAUKESHA  
 CONSTRUCTION PROJECT NUMBER: 2722-04-71  
 STATE: NW PROJECT NUMBER: 2722-04-21  
 PLAT SHEET: 4.04  
 PS&E SHEET: E

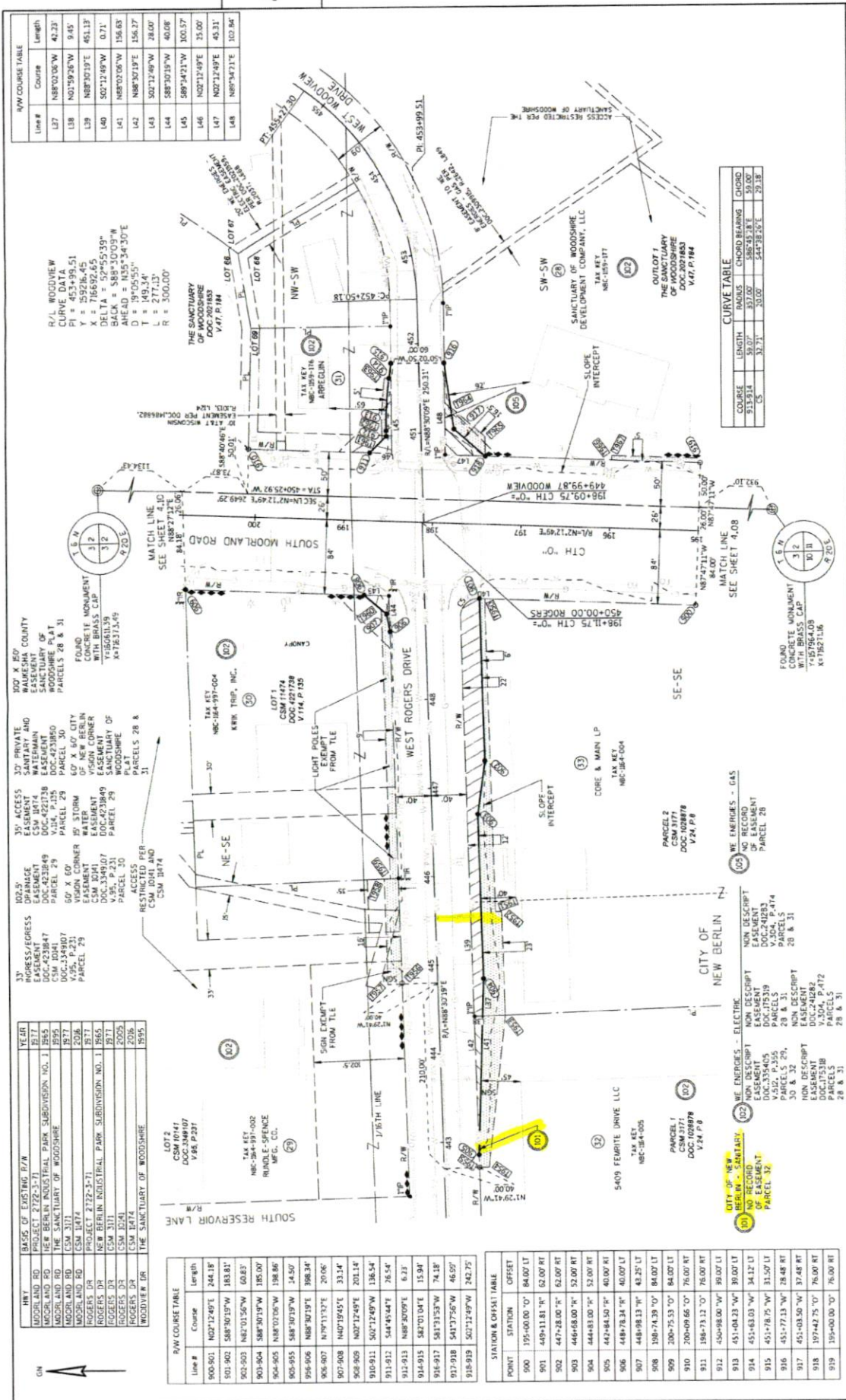
DATE: 11/13/2024  
 PLOT DATE: 11/13/2024 12:31 PM  
 PLOT NAME: 2722-04-71  
 PLOT SCALE: 1"=40'











Line #	Course	Length
L37	N87°00'00"W	42.31'
L38	N01°59'28"W	9.85'
L39	N87°00'00"W	45.13'
L40	S07°12'49"W	0.71'
L41	N87°00'00"W	156.63'
L42	N87°00'00"W	156.37'
L43	S07°12'49"W	28.00'
L44	S89°32'15"W	40.08'
L45	S89°32'15"W	100.57'
L46	N02°12'49"E	35.00'
L47	N02°12'49"E	45.31'
L48	N87°00'00"W	102.84'

R/L WOODVIEW  
 CURVE DATA  
 PI = 453+93.51  
 PT = 453+93.51  
 X = 7166.9265  
 DELTA = 58°55'29"  
 BACK = 588+30.99"W  
 AHEAD = N35+34.30"E  
 D = 19+05.55"  
 I = 2+12.31"  
 R = 300.00'

Line #	Course	Length
900	195+00.00 "O"	84.00' LT
901	459+11.81 "C"	62.00' RT
902	447+28.00 "C"	62.00' RT
903	446+68.00 "C"	52.00' RT
904	444+83.00 "C"	52.00' RT
905	443+48.50 "C"	40.00' RT
906	448+78.34 "C"	40.00' LT
907	448+98.13 "C"	43.25' LT
908	198+74.39 "O"	84.00' LT
909	200+75.53 "O"	84.00' LT
910	200+09.66 "O"	76.00' RT
911	198+71.12 "O"	76.00' RT
912	450+98.00 "W"	39.00' LI
913	451+04.23 "W"	39.00' LT
914	451+63.03 "W"	34.12' LT
915	451+78.75 "W"	31.50' LT
916	451+77.13 "W"	28.48' RT
917	451+03.50 "W"	37.48' RT
918	197+42.75 "O"	76.00' RT
919	195+00.00 "O"	76.00' RT

Line #	Course	Length
100-5	ACCESS EASEMENT	
100-6	DRAINAGE EASEMENT	
100-7	EASEMENT	
100-8	EASEMENT	
100-9	EASEMENT	
100-10	EASEMENT	
100-11	EASEMENT	
100-12	EASEMENT	
100-13	EASEMENT	
100-14	EASEMENT	
100-15	EASEMENT	
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Line #	Course	Length
101	31° ACCESS EASEMENT	
102	33° ACCESS EASEMENT	
103	35° ACCESS EASEMENT	
104	37° ACCESS EASEMENT	
105	39° ACCESS EASEMENT	
106	41° ACCESS EASEMENT	
107	43° ACCESS EASEMENT	
108	45° ACCESS EASEMENT	
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297	423° ACCESS EASEMENT	
298	425° ACCESS EASEMENT	
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300	429° ACCESS EASEMENT	

Line #	Course	Length
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302	433° ACCESS EASEMENT	
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362	553° ACCESS EASEMENT	





4

SHEET 4.04

POINT	STATION	OFFSET
T1050	206+10.00	86.11' LT
T1051	206+10.00	96.11' LT
T1052	206+10.00	97.57' LT
T1053	206+55.00	87.52' LT
T1054	213+10.36	60.00' LT
T1055	212+01.32	120.07' LT
T1056	213+02.65	120.07' LT
T1057	213+08.54	77.46' LT
T1058	213+30.00	58.98' LT
T1059	213+47.04	195.00' RT
T1060	212+49.39	195.00' RT

SHEET 4.06

POINT	STATION	OFFSET
T1050	167+98.00	94.00' LT
T1051	167+98.00	105.00' LT
T1052	168+48.00	108.00' LT
T1053	168+48.00	84.00' LT
T1054	172+30.00	64.00' RT
T1055	172+30.00	68.50' RT
T1056	171+90.00	68.50' RT
T1057	171+90.00	64.00' RT
T1058	170+30.00	64.00' RT
T1059	169+90.00	75.00' RT
T1060	169+90.00	64.00' RT
T1061	169+90.00	64.00' RT
T1062	168+80.04	64.00' RT
T1063	168+80.04	93.00' RT
T1064	168+64.04	93.00' RT
T1065	167+46.12	66.00' RT
T1066	165+60.00	66.00' RT
T1067	165+60.00	64.00' RT
T1068	164+06.16	64.00' RT
T1069	163+40.57	94.00' RT
T1070	163+22.52	94.00' RT
T1071	163+22.52	76.00' RT

SHEET 4.07

POINT	STATION	OFFSET
T1070	185+07.88 "0"	87.00' LT
T1071	412+56.90 "1"	54.00' RT
T1072	419+40.92 "1"	63.00' RT
T1073	419+12.00 "1"	63.00' RT
T1074	418+12.67 "1"	54.00' RT
T1075	417+37.71 "1"	54.00' RT
T1076	417+07.80 "1"	43.00' RT
T1077	416+32.22 "1"	43.00' RT
T1078	183+25.00 "0"	75.74' RT
T1079	183+25.00 "0"	80.74' RT
T1080	182+80.00 "0"	80.91' RT
T1081	182+80.00 "0"	75.91' RT
T1082	180+70.33 "0"	93.25' RT
T1083	180+36.53 "0"	74.47' RT
T1084	179+90.00 "0"	69.69' RT
T1085	178+75.00 "0"	65.00' RT
T1086	178+75.00 "0"	65.00' RT
T1087	178+40.00 "0"	75.00' RT
T1088	178+40.00 "0"	64.00' RT
T1089	176+85.00 "0"	75.00' RT
T1090	176+85.00 "0"	75.00' RT
T1091	176+25.00 "0"	64.00' RT
T1092	176+25.00 "0"	64.00' RT

SHEET 4.08

POINT	STATION	OFFSET
T1080	185+95.67	198.55' LT
T1081	186+50.32	197.84' LT
T1082	186+56.61	85.51' LT
T1083	192+90.00	81.00' RT
T1084	192+90.00	107.00' RT
T1085	191+65.00	107.00' RT
T1086	191+65.00	76.00' RT
T1087	190+25.00	76.00' RT
T1088	190+25.00	87.00' RT
T1089	188+75.00	86.96' RT
T1090	188+75.00	75.96' RT
T1091	186+15.97	149.36' RT
T1092	186+47.27	144.22' RT

SHEET 4.10

POINT	STATION	OFFSET
T1090	222+58.28	87.90' LT
T1091	225+35.00	100.90' LT
T1092	225+35.00	100.90' LT
T1093	226+00.00	100.90' LT
T1094	226+00.00	85.90' LT
T1095	226+00.00	85.90' LT
T1096	225+95.00	79.10' RT
T1097	224+85.00	79.10' RT
T1098	221+60.00	98.10' RT
T1099	221+60.00	98.10' RT
T1100	221+60.00	68.10' RT
T1101	217+30.00	68.52' RT
T1102	217+30.00	93.52' RT
T1103	216+60.00	94.87' RT
T1104	216+60.00	69.80' RT

SHEET 4.11

POINT	STATION	OFFSET
T1150	222+58.28	87.90' LT
T1151	225+35.00	100.90' LT
T1152	225+35.00	100.90' LT
T1153	226+00.00	100.90' LT
T1154	226+00.00	85.90' LT
T1155	226+00.00	85.90' LT
T1156	225+95.00	79.10' RT
T1157	224+85.00	79.10' RT
T1158	221+60.00	98.10' RT
T1159	221+60.00	98.10' RT
T1160	221+60.00	68.10' RT
T1161	217+30.00	68.52' RT
T1162	217+30.00	93.52' RT
T1163	216+60.00	94.87' RT
T1164	216+60.00	69.80' RT

SHEET 4.12

POINT	STATION	OFFSET
T1150	222+58.28	87.90' LT
T1151	225+35.00	100.90' LT
T1152	225+35.00	100.90' LT
T1153	226+00.00	100.90' LT
T1154	226+00.00	85.90' LT
T1155	226+00.00	85.90' LT
T1156	225+95.00	79.10' RT
T1157	224+85.00	79.10' RT
T1158	221+60.00	98.10' RT
T1159	221+60.00	98.10' RT
T1160	221+60.00	68.10' RT
T1161	217+30.00	68.52' RT
T1162	217+30.00	93.52' RT
T1163	216+60.00	94.87' RT
T1164	216+60.00	69.80' RT

4

SHEET 4.05

POINT	STATION	OFFSET
T1550	161+50.00 "0"	76.00' RT
T1551	161+50.00 "0"	82.00' RT
T1552	161+00.00 "0"	66.00' LT
T1553	161+00.00 "0"	92.98' LT
T1554	154+27.80 "0"	66.00' LT
T1555	155+64.00 "0"	66.00' LT
T1556	155+64.00 "0"	66.00' LT
T1557	154+92.00 "0"	95.00' LT
T1558	154+92.00 "0"	70.00' LT
T1559	152+20.57 "0"	70.00' LT
T1560	152+20.57 "0"	65.00' LT
T1561	160+49.84 "0"	50.00' RT
T1562	160+49.74 "0"	68.00' RT
T1563	157+60.00 "0"	93.00' RT
T1564	157+60.00 "0"	93.00' RT
T1565	156+84.57 "0"	90.00' RT
T1566	156+84.57 "0"	90.00' RT
T1567	156+10.40 "0"	90.00' RT
T1568	155+99.38 "0"	69.00' RT
T1569	154+14.12 "0"	69.00' RT

SHEET 4.09

POINT	STATION	OFFSET
T1950	449+11.42 "R"	68.00' RT
T1951	449+11.42 "R"	68.00' RT
T1952	445+58.00 "R"	75.00' RT
T1953	444+41.07 "R"	75.00' RT
T1954	442+70.00 "R"	50.76' RT
T1955	442+70.00 "R"	40.00' RT
T1956	444+80.00 "R"	40.00' LT
T1957	444+80.00 "R"	56.00' LT
T1958	445+99.06 "R"	56.00' LT
T1959	445+99.12 "R"	49.00' LT
T1960	449+03.28 "R"	40.00' LT
T1961	450+93.30 "R"	44.00' LT
T1962	451+04.23 "R"	44.00' LT
T1963	451+65.85 "R"	39.29' LT
T1964	451+29.03 "R"	34.36' RT
T1965	450+93.59 "R"	71.19' RT
T1966	126+00.00 "0"	76.00' RT
T1967	126+00.00 "0"	81.00' RT

REVISION DATE: 08/22/2024  
 FILE NAME: TLE TABLES SHEET 4.11.DWG  
 LAYOUT NAME: 2044.4.12  
 DATE: 08/22/2024  
 GRID FACTOR: N/A  
 SCALE: 1"=40'  
 HWY: MOORLAND ROAD (CTH 0)  
 COUNTY: WAUKESHA  
 PLOT DATE: 11/13/2024 12:26 PM  
 PLOT BY: ZODIOW, SHANE  
 CONSTRUCTION PROJECT NUMBER: 2722-04-71  
 STATE R/W PROJECT NUMBER: 2722-04-21  
 CONSTRUCTION PROJECT NUMBER: 2722-04-71  
 PLAT SHEET: 4.12  
 PS&E SHEET: E  
 VISOR/FIC/DOCS SHEET 75

# LUMP SUM AGREEMENT FOR PAYMENT FOR LANDS OR INTERESTS IN LANDS ACQUIRED FROM PUBLIC UTILITY

Locals 04/2019 County Projects s 83.08(1) Wis. Stats.

This Agreement is made and entered into by and between the Waukesha County DPW hereinafter designated as the "LOCAL PUBLIC AGENCY (LPA)," and The City of New Berlin - Water, a public utility company, a quasi utility or cooperative hereinafter designated as the "COMPANY," to provide for the lump sum payment in the amount of \$ \_\_\_\_\_ for lands or interests in lands being acquired from the COMPANY in connection with a highway improvement designated:

<p>Project Description</p> <p>Title: CTH O</p> <p>Limits: CTH D to STH 59</p> <p>Highway: Moorland Road</p> <p>County: Waukesha</p>	<p>Project ID(s)</p> <p>Design: 2722-04-01</p> <p>Construction: 2722-04-71</p> <p>Right of Way: 2722-04-21</p> <p>UTL No.: 101</p> <p>Utility: City of New Berlin</p> <p style="text-align: right;">Sanitary</p>
<p>Facility type: Sewer</p>	

WITNESSETH: WHEREAS the COMPANY now has facilities located on the aforesaid parcel lands, and the LPA has requested the COMPANY to remove, relocate, rebuild or otherwise rearrange said facilities in order that these lands may be vacated to the extent required for the designated highway improvement.

NOW, THEREFORE, it is mutually agreed as follows:

1. The COMPANY will convey to the LPA, by separate instrument, the parcel of land or land interests identified above.
2. The COMPANY agrees to remove, relocate, rearrange or rebuild its facilities situated on said parcel as required by the LPA to construct and operate the above-described highway improvement.

The work necessary for this purpose is indicated in the Exhibit attached hereto and made a part hereof. The Exhibit consists of a statement of the work and proposed schedule for its accomplishment, the estimate of cost, plans and special provisions, if any.

The work shall be performed under normal COMPANY practices and the costs thereof computed and determined in accordance with the work order accounting procedure prescribed or approved for the COMPANY by the regulatory agency having jurisdiction, including applicable provisions of the Code of Federal Regulations 23, Part 645, Subpart A - Utility Relocations, Adjustments, and Reimbursement. Credits for anticipated salvage and accrued depreciation, if any, have been provided in the same amount and computed in the same manner as if the work were being undertaken at the expense and volition of the COMPANY.

3. The LPA agrees to pay the COMPANY the lump sum amount indicated above after the parcel has been conveyed to it and after the adjustment of the COMPANY's facilities presently situated thereon has been satisfactorily completed. An invoice shall be submitted by the COMPANY within one year of the completion of the companion highway project.

Payment of such lump sum amount by the LPA to the COMPANY shall constitute full and final compensation for the parcel conveyed, including all damages, costs and expenses incurred by the COMPANY and arising from or necessitated by the conveyance. Any legal action taken by the COMPANY because of dispute arising through this transaction shall be for monetary considerations only, and shall not be for the revocation of the conveyed parcel.

4. In connection with the performance of work under this Agreement, the COMPANY agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s.51.01(5) Wisconsin Statutes, sexual orientation as defined in s.111.32(13m) Wisconsin Statutes or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the COMPANY further agrees to take affirmative action to ensure equal employment opportunities.

The COMPANY shall comply with the Buy America requirements specified under 23 USC 313 and 23 CFR 635.410 when any part of this highway improvement project involves funding by the Federal Aid Highway Program. To complete processing of invoices submitted, the COMPANY shall provide to the LPA a signed DT2249, *Utility's Certificate of Compliance for Steel and Iron Items*.

- 5. The execution of this Agreement by the LPA shall not relieve the COMPANY from compliance with applicable Federal and State laws, Wisconsin Administrative Codes, and local laws or ordinances which may affect the performance of the work covered herein, and shall not be construed to supersede any other governmental agency requirements for plan approval or authority to undertake the utility alteration work.

No COMPANY work affecting highway lands shall be undertaken without any required separate permit, which may be processed and approved concurrently with this agreement.

- 6. The Agreement is not binding upon the parties hereto until this document has been fully executed by the COMPANY and the LPA. **It is expressly understood and agreed that any work by the COMPANY prior to authorization by the LPA shall be at the COMPANY's sole expense.**

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their proper officers and representatives on the year and the day below written.

**WAUKESHA COUNTY**

**City of New Berlin**

(Company Name)

(Signature)

(Date)

(Title)

(Signature)

(Date)

(Title)

(Authorized Signature)

(Date)

# STAFF REPORT EXECUTIVE SUMMARY

**APPLICANT:** Waukesha County DPW

**PROJECT:** Moorland Road Land Acquisition – Watermain

**LOCATION:** Moorland Road (CTH O) from Cleveland Avenue (CTH D) to Greenfield Avenue (STH 59)

**REQUEST:** Discussion and possible recommendation to the Common Council to approve the Temporary Construction Easement, Conveyance of Rights in Land, and Lump Sum Agreement for the Watermain easements associated with the Moorland Road Project 2722-04-01.

**D.C.D. RECOMMENDATION:** Recommend to the Common Council approval of the Temporary Construction Easement, Conveyance of Rights in Land, and Lump Sum Agreement for Payment for Lands Amendment for the watermain easements associated with the Moorland Road Project 2722-04-01.

1. The City of New Berlin has 16 parcels with watermain easements that will be impacted by the Moorland Road reconstruction project that is planned for 2027. Waukesha County is seeking a Temporary Construction Easement over lands the City has easement interest. The list of parcels and the map showing the locations is attached as part of the Temporary Construction Easement documentation.
2. As part of the 2025 Utility project, the Utility has relined the pipes within the Moorland Road intersections with Lincoln Avenue, Rogers Drive and Overland Drive.
3. Waukesha County is seeking a Conveyance of Rights in Land for four parcels: Parcel 7 (Tax Key NBC 1195.973), Parcel 13 (Tax Key NBC 1194.033), Parcel 15 (Tax Key NBC 1194.031), and Parcel 41 (Tax Key NBC 1161.455 – NBC 1161.538) for release of rights to lands owned by these four properties where City watermain is located.
4. In compensation for the cost to relocate the affected watermain, a Lump Sum Agreement will be entered into between Waukesha County and the City of New Berlin to remove and relocate the City’s watermain. Since no infrastructure work will be completed with the project construction, no fee would be requested in advance of the project construction.

**Attachment:**

Temporary Construction Easement

Conveyance of Rights of Land

Lump Sum Agreement for Payment for Lands or Interests in Lands Acquired from Public Utility

**CONVEYANCE OF RIGHTS IN LAND  
(Non-Fee Land Interests)**

Exempt from filing transfer form s.77.21(1) Wis. Stats.  
Locals 11/2016 County Projects s 83.08(1) Wis. Stats.

The City of New Berlin, GRANTOR, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, grants and conveys any and all rights and interest which, by virtue of prior title, easement, license, or other legal devices, GRANTOR holds in the land described below to the County of Waukesha, GRANTEE, for the purposes of constructing, operating, and maintaining a public highway and appurtenant facilities on, over, under, or across the said land; provided, however that GRANTOR reserves to itself the subordinate right to cross, traverse, or otherwise occupy said land with its present and future overhead or underground transmission lines, appurtenant facilities, and supporting structures in a manner consistent with the purposes of this conveyance and in a manner which will not interfere with normal roadway maintenance and operation; provided, further, that the costs of any relocation or alteration, now or in the future, of the transmission lines, appurtenant facilities, or supporting structures when required by the GRANTEE for any reason, including accommodating future expanded or additional highway facilities on, over, under or across said land, will be paid by the GRANTEE; provided, however, that the costs of such relocation or alteration, or of the installation of new or additional facilities when done at the instance of and for the purposes of the GRANTOR, will be defrayed by the GRANTOR.

This conveyance shall be binding on the GRANTOR, GRANTEE, and their respective successors and assigns.

Other persons having an interest in record in the property:  
None

This space is reserved for recording data

Return to  
Waukesha County DPW  
515 W Moreland Blvd Room 220  
Waukesha WI 53188

Parcel Identification Number/Tax Key Number  
NBC 1195 973, NBC 1194 033, NBC 1194 031,  
NBC 1161 455 THROUGH NBC 1161538

**Legal Description**  
see attached

The undersigned certify that this instrument is executed pursuant to a resolution of the Board of Directors (or shareholders, stockholders, or members, if authorized by law) of GRANTOR corporation or cooperative.

**Acknowledgment**

\_\_\_\_\_ The City of New Berlin  
(Grantor Name)  
\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Print Name)  
\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Print Name)

\_\_\_\_\_ (Date)  
State of \_\_\_\_\_ )  
\_\_\_\_\_ ) ss.  
\_\_\_\_\_ County )  
On the above date, this instrument was acknowledged before me by the named person(s).  
\_\_\_\_\_  
(Signature, Notary Public)  
\_\_\_\_\_  
(Print or Type Name, Notary Public)  
\_\_\_\_\_  
(Date Commission Expires)

**Fee Title** in and to all that part of Lot 2, in Block 1, of the unrecorded plat of Acredale, being a part of the Northwest 1/4 of the Southwest 1/4 of Section 11, Township 6 North, Range 20 East, in the City of New Berlin, Waukesha County, State of Wisconsin, more particularly described as follows:

Commencing at the Northwest corner of said Northwest 1/4 Section; thence North 89°50'37" East, along the North line of said Northwest 1/4 Section, 169.66 feet to a point; thence South 00°09'23" East, 50.00 feet to the point of beginning of the lands to be described; thence North 89°50'37" East, 165.00 feet to a point; thence South 00°13'50" West, 1.35 feet to a point; thence South 87°02'23" West, 135.96 feet to a point; thence South 89°50'37" West, 29.25 feet to a point; thence North 00°13'50" East, 8.00 feet to the point of beginning.

Said description contains 869 square feet or 0.020 acres more or less of new right of way.

**Fee Title** in and to all that part of Lot 7, Block 3, Ronke Estates, recorded in Volume 18 of Subdivision Plats, on Page 27, as Document No. 399729, at the Waukesha County Register of deeds, being a part of the Southwest 1/4 of the Northwest 1/4 of Section 11, Township 6 North, Range 20 East, in the City of New Berlin, Waukesha County, State of Wisconsin, more particularly described as follows:

The West 1.5 feet of Lot 7, Block 3, Ronke Estates.

Said description contains 211 square feet or 0.005 acres more or less of new right of way.

**Fee Title** in and to all that part of Lot 5, Block 3, Ronke Estates, recorded in Volume 18 of Subdivision Plats, on Page 27, as Document No. 399729, at the Waukesha County Register of deeds, being a part of the Southwest 1/4 of the Northwest 1/4 of Section 11, Township 6 North, Range 20 East, in the City of New Berlin, Waukesha County, State of Wisconsin, more particularly described as follows:

Beginning at the Southwest corner of said Lot 5, Block 3, Ronke Estates; thence North 00°27'35" East, along the West line of said Lot 5, a distance of 137.50 feet to a point on the North line of said Lot 5, Block 3, Ronke Estates; thence South 89°32'25" East, along said North line of Lot 5, a distance of 38.94 feet to a point; thence South 34°10'08" West, 65.66 feet to a point; thence South 00°27'35" West, 82.88 feet to a point on the South line of Lot 5, Block 3, Ronke Estates; thence North 89°32'25" West, along said South line of Lot 5, a distance of 2.50 feet to the point of beginning.

Said description contains 1,339 square feet or 0.031 acres more or less of new right of way.

**Fee Title** in and to all that part of Lot 1, Block 2, Ronke Estates, recorded in Volume 18 of Subdivision Plats, on Page 27, as Document No. 399729, at the Waukesha County Register of deeds, being a part of the Northwest 1/4 of the Northwest 1/4 of Section 11, Township 6 North, Range 20 East, in the City of New Berlin, Waukesha County, State of Wisconsin, more particularly described as follows:

Beginning at the Northwest Corner of Lot 1, Block 2, Ronke Estates; thence South 89°31'04" East, along the North line of said Lot 1, a distance of 27.51 feet to a point; thence South 52°50'18" West, 31.57 feet to a point; thence South 00°27'35" West, 117.02 feet to a point on the South line of Lot 1, Block 2, Ronke Estates; thence North 89°32'25" West, along said South line of Lot 1, a distance of 2.50 feet to a point on the West line of Lot 1, Block 2, Ronke Estates; thence North 00°27'35" East, along said West line of Lot 1, a distance of 136.30 feet to the point of beginning.

Said description contains 582 square feet or 0.013 acres more or less of new right of way.

**TEMPORARY CONSTRUCTION EASEMENT  
(Traditional Right-of-Way Plat)**

The City of New Berlin, Grantor, which has an interest in the lands described below, grants to the Waukesha County, Grantee, the right and permission to occupy Grantor's easement area for highway improvement purposes, which may include but are not limited to: 1) Constructing slopes and drainage facilities on the following described lands, including the right to operate necessary equipment thereon; 2) The right of ingress and egress, as long as required for such public purpose, including the right to preserve, protect, remove or plant thereon any vegetation that the highway authorities may deem desirable to prevent erosion of the soil, provided such activities are consistent with the rights held by the Grantor under its easement.

The said lands are situated in the City of New Berlin, Waukesha County, Wisconsin and are shown on Sheet Number(s) 4.04, 4.05, 4.06, 4.07, and 4.11, which is a part of the Right-of-Way Plat for Project No. 2722-04-21, filed by the grantee with the County Clerk and County Highway Committee of the said County as required by Wisconsin Statutes. This plat is also available for viewing at the Office located at 515 W. Moreland Blvd, Waukesha, WI 53188.

The said lands are part of Parcel(s) 1, 7, 8, 9, 10, 14, 15, 16, 17, 18, 20, 22, 23, 24, and 41 as shown on said Right-of-Way Plat and are further described as lying in the Northeast ¼ of Section 10, the Northwest ¼ of Section 11, Southwest ¼ of Section 11, and Northeast ¼ of Section 3 Town 6 North Range 20 East in the City of New Berlin, Waukesha County, State of Wisconsin.

This Temporary Construction Easement establishes the right of Grantee to occupy lands on which Grantor has easement interests. However, Grantor reserves to itself the right to continue to use said easement area with its present and future overhead and/or underground facilities in a manner which is consistent with this grant, and further, that the costs of any relocation or alteration of any facilities of Grantor required by Grantee to accomplish its work, now or in the future, will be paid by Grantee.

This Temporary Construction Easement shall terminate upon completion of Construction Project No. 2722-04-71 for which this instrument is given. The Grantor has a prescriptive right or an easement and therefore grants this Temporary Construction Easement as a holder of a property interest and not as a property owner.

The Grantor's easement is recorded as (see attachment) in the Waukesha County Register of Deeds Office or exists by prescriptive rights as defined by Section 893.28 Wisconsin Statutes.

December 12, 2024

(Document Created Date)

The City of New Berlin

(Company)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Title)

Utility or R/W Project ID 2722-04-21

R/W Parcel No. 100

Utility Parcel 100, City of New Berlin Water (Temp. Construction Easement-Attachment)

Volume	Page	Document No	Parcel #	Tax I.D. #
1049	501	662489	1	NBC 1189 017 002
479	485	1174412	7	NBC 1195 973
462	883	1163823	8	NBC 1195 972
470	816	1169223	9	NBC 1195 971
		Prescriptive	10	NBC 1195 960
		Prescriptive	13	NBC 1194 033
		Prescriptive	14	NBC 1194 032
		Prescriptive	15	NBC 1194 031
		Prescriptive	16	NBC 1194 017
		Prescriptive	17	NBC 1194 016
		Prescriptive	18	NBC 1194 015
		Prescriptive	20	NBC 1194 014
		Prescriptive	22	NBC 1194 012
		Prescriptive	23	NBC 1194 011
		Prescriptive	24	NBC 1194 009
37	187	1280909	41	NBC 1161 455 THROUGH NBC 1161 538



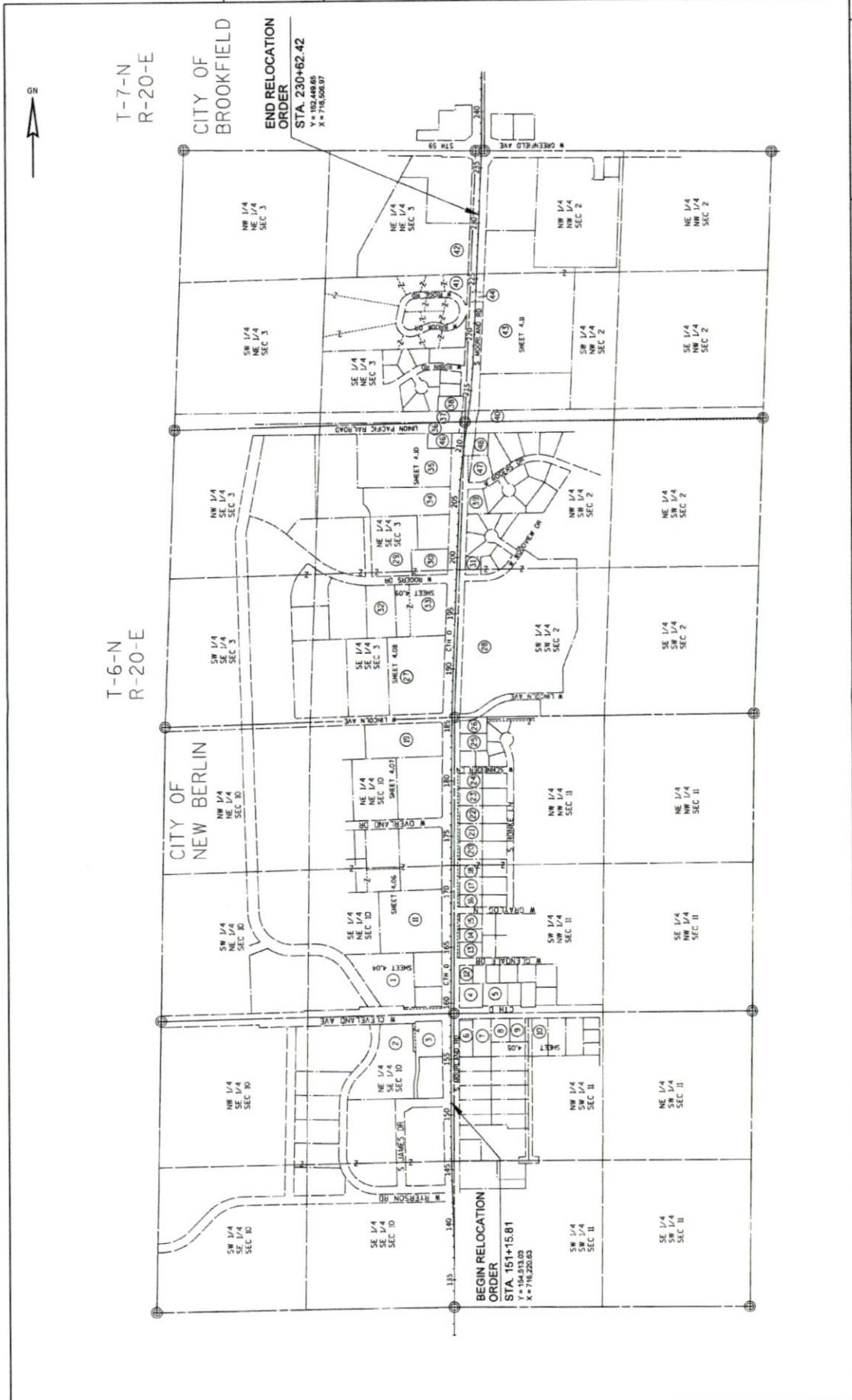
# SCHEDULE OF LANDS & INTERESTS REQUIRED

OWNERS NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY  
LAND AND INTERESTS TO WAUKESHA COUNTY

P.L.C. SHEET NUMBER	OWNER(S)	INTERESTS REQUIRED		R/W ACRES REQUIRED		P.L.E. (ACRES)	T.I.E. (ACRES)
		NEW	EXISTING TOTAL	NEW	EXISTING TOTAL		
1	ST. COLETTA OF WISCONSIN, INC.	T.I.E.	-	-	-	-	0.006
2	EAT FBO HAMILTON HOLDINGS LLC	FEE, T.I.E.	-	-	-	-	0.008
3-17	LASALLE PROPERTIES MANAGEMENT LLC	FEE, T.I.E.	0.025	0.025	0.025	0.025	0.082
4	ARC CAFES/AODI, LLC	FEE, T.I.E.	-	0.032	-	0.032	0.079
5	MARY PAROLA	T.I.E.	-	-	-	-	0.010
6	DURBIN PETROLEUM, LLC	T.I.E.	0.004	0.004	-	0.004	0.010
7	WISCONSIN STATE UNIVERSITY	FEE, T.I.E.	0.020	0.020	-	0.020	0.050
8	JEFFREY B. HOEL	T.I.E.	-	-	-	-	0.140
9	L.L.L. K. GAN INHEL	T.I.E.	-	-	-	-	0.069
10	ERIC KRUEGER	T.I.E.	-	-	-	-	0.012
11	TNG III ACQUISITION, L.L.C.	T.I.E.	-	-	-	-	0.031
12	JOHN R. & TAMMY J. FEDLER	T.I.E.	-	-	-	-	0.007
13	MARY C. & GREGORY G. KRUEHR	FEE, T.I.E.	0.005	0.005	-	0.005	0.011
14	MICHAEL J. CROGHZ	FEE, T.I.E.	0.031	0.031	-	0.031	0.093
15	JEFFREY L. DUCHALEK	FEE, T.I.E.	0.001	0.001	-	0.001	0.023
16	DEANIS G. & JUDY L. SCHNEIDER	T.I.E.	-	-	-	-	0.028
17	TIMOTHY C. & ALISA R. JOHNSON	T.I.E.	-	-	-	-	0.022
18	MOD PRODUCTS 2, LLC	T.I.E.	0.067	0.067	-	0.067	0.070
19	BRUCE & DAWN BRONES	T.I.E.	-	-	-	-	0.018
20	JAMIE C. JOHNSON	T.I.E.	-	-	-	-	0.018
21	ALEJANDRA GAMBORA & JAVIER RODRIGUEZ GONZALEZ	FEE, T.I.E.	0.005	0.005	-	0.005	0.024
22	KELLY & SHERIDAN PRAIRIE WISCONSIN	FEE, T.I.E.	0.013	0.013	-	0.013	0.028
23	MELISSA M. STEINER	T.I.E.	-	-	-	-	0.009
24	DANIEL L. & DAWN OLSON	T.I.E.	-	-	-	-	0.005
25	JASON MCRAE & JILL GROSHEN	FEE	0.008	0.008	-	0.008	-
26	HADER INDUSTRIES, INC.	FEE, T.I.E.	0.009	0.009	-	0.009	0.132
27-29	SANCTUARY OF WOODSHIRE DEVELOPMENT COMPANY, LLC	FEE, T.I.E.	0.067	0.067	-	0.067	0.190
29	RUNDLE-SPENCE MFG. CO.	T.I.E.	-	-	-	-	0.044
30	KWIK TRIP, INC.	T.I.E.	-	-	-	-	0.008
31	ESTEBAN ARECOUN	FEE, T.I.E.	0.005	0.005	-	0.005	0.008
32	WISCONSIN STATE UNIVERSITY	FEE, T.I.E.	0.017	0.017	-	0.017	0.073
33	COBE & MARK LP	FEE, T.I.E.	0.176	0.176	-	0.176	0.144
34	TOP SHELF NEW BERLIN, LLC	T.I.E.	-	-	-	-	0.005
35	WAUSAU EQUIPMENT COMPANY LLC	T.I.E.	-	-	-	-	0.006
36	THE MILWAUKEE AND MADISON RAILWAY COMPANY	P.L.E.	-	-	0.002	-	-
37	WISCONSIN ELECTRIC POWER COMPANY	FEE, T.I.E.	0.075	0.075	-	0.075	0.137
38	SCOTT A. FODRINE AND LIFE ESTATE INTEREST OF ANNA ZACHER	FEE	-	-	-	-	0.004
39	TIMOTHY S. FRANK & JARISA L. BORDZINSKI	FEE	0.003	0.003	-	0.003	-
40	WISCONSIN STATE UNIVERSITY	FEE, T.I.E.	0.253	0.253	-	0.253	0.262
41	BROOKHIDE CONDOMINIUM ASSOCIATION, INC.	T.I.E.	-	-	-	-	0.073
42	DEER CREEK RUN APARTMENTS, LLC	T.I.E.	-	-	-	-	0.082
43	HIGHLAND MEMORIAL PARK, INC.	T.I.E.	-	-	-	-	0.205
44	CITY OF NEW BERLIN	FEE	0.248	0.248	-	0.248	-
45	ELUMINATED	FEE	-	-	-	-	0.333
46	JOB INVESTMENTS, LLC	FEE	0.085	0.085	-	0.085	-
47	JAMIE DANIEL & ROSEMARY LINDA TATREK	FEE	-	-	-	-	0.095
48	CITY OF NEW BERLIN	FEE	0.412	0.412	-	0.412	-

UTILITY	SHEET NUMBER	OWNER	INTEREST REQUIRED
801	4.04-4.05, 4.06, 4.07 & 4.1	CITY OF NEW BERLIN - PATIEMEN	RELEASE OF RIGHTS
802	4.04, 4.05 & 4.09	CITY OF NEW BERLIN - SANITARY	RELEASE OF RIGHTS
803	4.04, 4.05 & 4.1	THE THOMAS - ELECTRIC	RELEASE OF RIGHTS
804	4.04, 4.05, 4.06, 4.07	AT&T WISCONSIN	RELEASE OF RIGHTS
805	4.05, 4.09 & 4.10	AMERICAN TRANSGRESSION COMPANY	RELEASE OF RIGHTS
806	4.05 & 4.07	HE UNIKES - GAS	RELEASE OF RIGHTS
807	4.05 & 4.07	SPRINT COMMUNICATIONS	RELEASE OF RIGHTS
808	4.05, 4.07 & 4.10	CHAIRTEL COMMUNICATIONS	RELEASE OF RIGHTS
809	4.05, 4.07 & 4.10	WIN TEL/CHRG/007	RELEASE OF RIGHTS
810	4.10	CENTURYLINK	RELEASE OF RIGHTS
811	4.10	LUMPH	RELEASE OF RIGHTS

REGION DATE: 12/02/2024  
 FILE NAME: TITLE SHEET - SCHEDULE - LAYOUT.DWG  
 LAYOUT NAME: SHEET 4.02  
 DATE: 08/22/2024  
 GRID FACTOR: N/A  
 SCALE: 1"=40'  
 HWY: MOORLAND ROAD (CTH O)  
 COUNTY: WAUKESHA  
 STATE R/W PROJECT NUMBER: 2722-04-21  
 CONSTRUCTION PROJECT NUMBER: 2722-04-71  
 PLAT SHEET: 4.02  
 PS&E SHEET: E



REVISIONS: SUBSEQUENT	DATE	08/22/2024	SCALE (FEET)	0 400 800	GRID FACTOR	N/A	DATE	08/22/2024	STATE R/W PROJECT NUMBER	2722-04-21	PLAT SHEET	4.03
FILE NAME:	TITLE SHEET	SCHEDULE LAYOUT.DWG	LAYOUT NAME:	SHEET 4.03	CONSTRUCTION PROJECT NUMBER	2722-04-71	PLOT NAME:	ZODROW, SHANE	CONSTRUCTION PROJECT NUMBER	2722-04-71	PS&E SHEET	E
PROJECT NAME:	MOORLAND ROAD (CTH O)	COUNTY:	WAUKESHA	PLOT BY:	11/13/2024 12:09 PM	PLOT NAME:	ZODROW, SHANE	PLOT SCALE:				

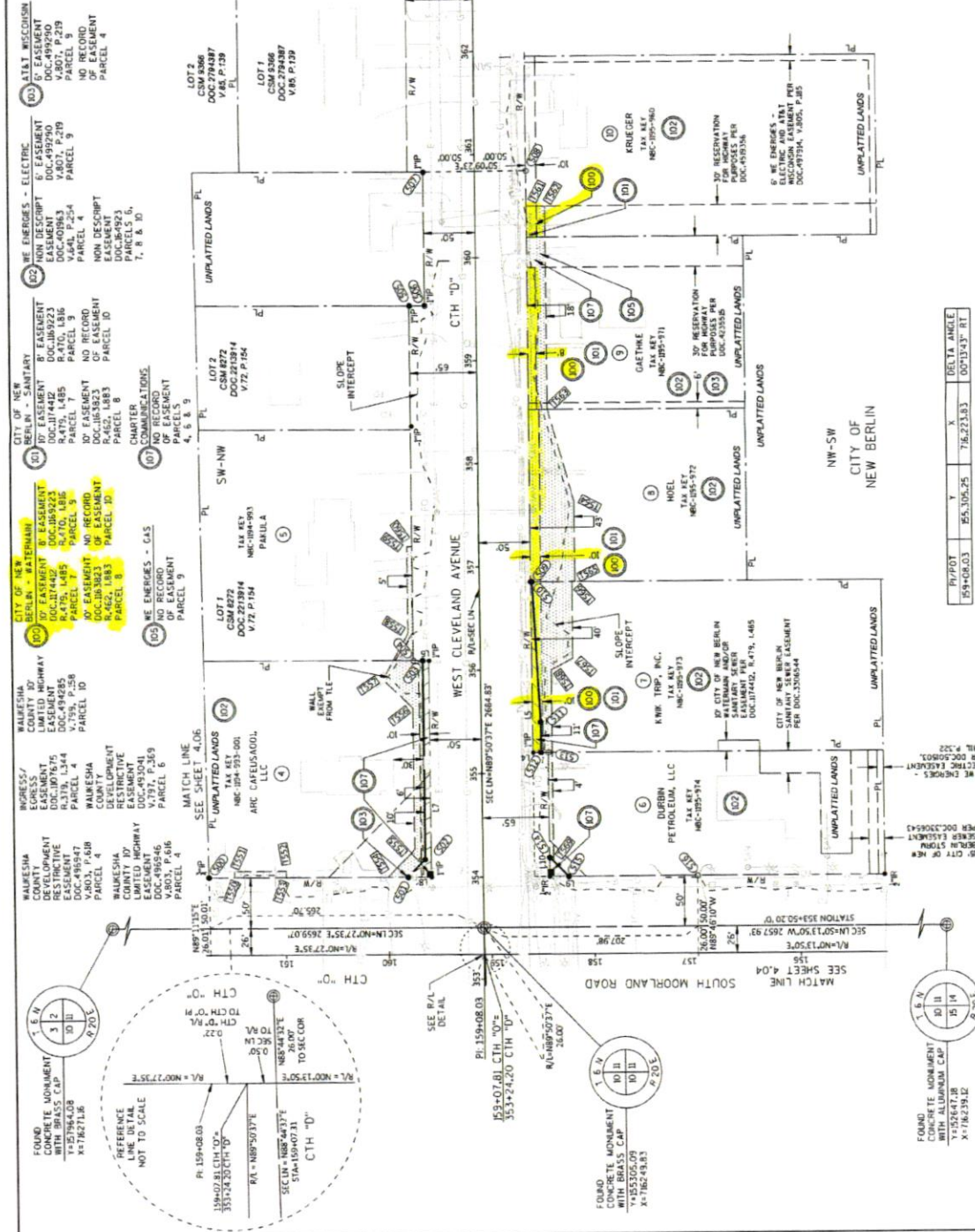


HWY	BASES OF EXISTING R/W#	YEAR
MOORLAND RD	PROJECT S. 0982U	1958
MOORLAND RD	PROJECT 2722-1-71	1917
CLEVELAND AVE	PROJECT S. 0982U	1958
CLEVELAND AVE	CSM 9366	1997
CLEVELAND AVE	TURN ROAD RECORD	2002
CLEVELAND AVE	TURN ROAD RECORD	UNKNOWN

Line#	Course	Length
L4	N00°13'50"E	8.00
L5	N89°50'37"E	165.00
L6	S00°32'55"W	6.00
L7	S89°50'37"W	200.32
L8	N00°13'50"E	23.00
L9	N89°50'37"E	18.38
L10	N89°50'37"E	18.38

Line#	Course	Length
500-501	S00°32'55"W	183.77
501-502	S45°10'36"E	24.05'
502-503	N89°50'37"E	192.14'
503-504	N00°13'50"E	9.00'
504-505	N89°50'37"E	343.99'
505-506	S00°13'00"W	15.00'
506-507	N89°50'37"E	100.00'
508-509	S89°50'37"W	399.19'
509-510	S00°13'50"W	1.30'
510-511	S87°02'23"W	105.96'
511-512	S89°50'37"W	28.25'
512-513	S00°13'50"W	7.00'
513-514	S89°50'37"W	101.62'
514-515	S45°10'36"E	26.08'
515-516	S00°13'50"W	124.94'

POINT	STATION	OFFSET
500	151+74.90	76.00 FT
501	354+00.09	73.00 FT
502	354+18.00	56.00 FT
503	356+10.14	56.00 FT
504	356+10.25	65.00 FT
505	359+54.24	65.00 FT
506	359+54.05	50.00 FT
507	360+84.05	50.00 FT
508	360+84.05	50.00 FT
509	356+84.66	50.00 FT
510	356+84.65	51.35 FT
511	355+49.05	58.00 FT
512	355+49.81	58.00 FT
513	355+19.76	65.00 FT
514	354+18.14	65.00 FT
515	353+99.64	83.38 FT
516	357+00.00	76.00 FT



Line#	Course	Length
L4	N00°13'50"E	8.00
L5	N89°50'37"E	165.00
L6	S00°32'55"W	6.00
L7	S89°50'37"W	200.32
L8	N00°13'50"E	23.00
L9	N89°50'37"E	18.38
L10	N89°50'37"E	18.38

Line#	Course	Length
500-501	S00°32'55"W	183.77
501-502	S45°10'36"E	24.05'
502-503	N89°50'37"E	192.14'
503-504	N00°13'50"E	9.00'
504-505	N89°50'37"E	343.99'
505-506	S00°13'00"W	15.00'
506-507	N89°50'37"E	100.00'
508-509	S89°50'37"W	399.19'
509-510	S00°13'50"W	1.30'
510-511	S87°02'23"W	105.96'
511-512	S89°50'37"W	28.25'
512-513	S00°13'50"W	7.00'
513-514	S89°50'37"W	101.62'
514-515	S45°10'36"E	26.08'
515-516	S00°13'50"W	124.94'

POINT	STATION	OFFSET
500	151+74.90	76.00 FT
501	354+00.09	73.00 FT
502	354+18.00	56.00 FT
503	356+10.14	56.00 FT
504	356+10.25	65.00 FT
505	359+54.24	65.00 FT
506	359+54.05	50.00 FT
507	360+84.05	50.00 FT
508	360+84.05	50.00 FT
509	356+84.66	50.00 FT
510	356+84.65	51.35 FT
511	355+49.05	58.00 FT
512	355+49.81	58.00 FT
513	355+19.76	65.00 FT
514	354+18.14	65.00 FT
515	353+99.64	83.38 FT
516	357+00.00	76.00 FT

REVISION DATE: 03/05/2024 (BL-C)

DATE: 08/27/2024

GRID FACTOR: N/A

SCALE: 1"=100'

DELTA ANGLE: 00°13'43" RT

PILOT BY: ZOURON, SHANEL

PILOT NAME: ZOURON, SHANEL

PILOT DATE: 11/17/2024 13:12 PM

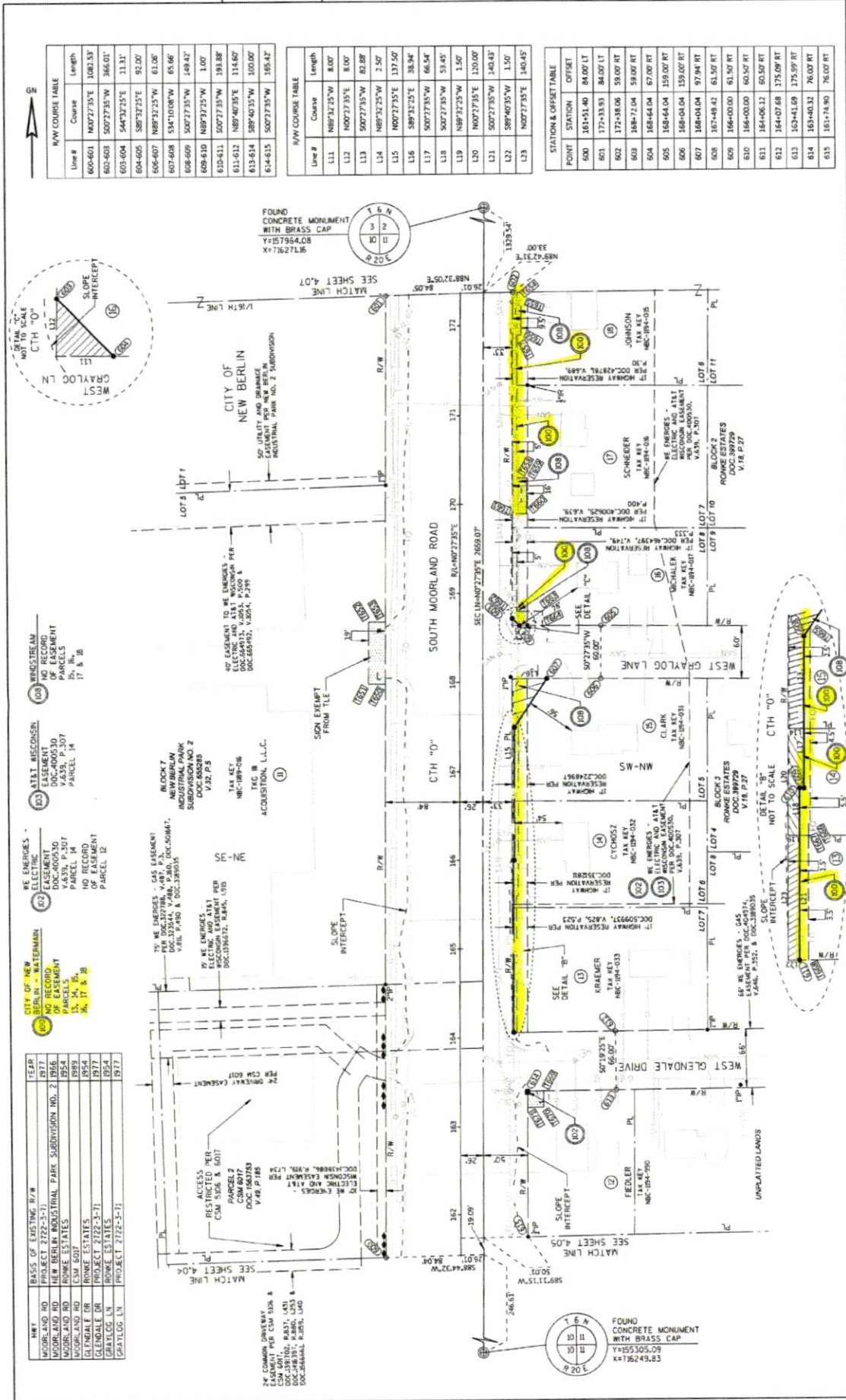
CONSTRUCTION PROJECT NUMBER: 2722-04-71

STATE R/W PROJECT NUMBER: 2722-04-21

PLAT SHEET: 4.05

PS&E SHEET: \_\_\_\_\_

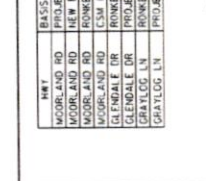
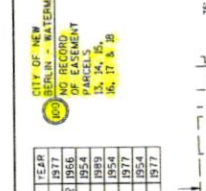
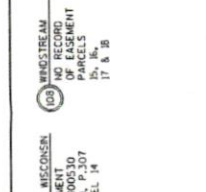
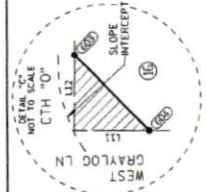
WOOD/CAD/CSS SHEET 1/5



Line #	Course	Length
600-601	N007°15'E	1082.53'
602-603	S007°25'W	366.01'
604-605	S44°32'25"E	113.17'
606-607	N89°22'25"W	61.06'
608-609	S007°25'W	65.06'
609-610	N89°22'25"W	1.00'
611-612	N87°40'35"E	114.60'
613-614	S89°40'35"W	100.00'
614-615	S007°25'W	165.42'

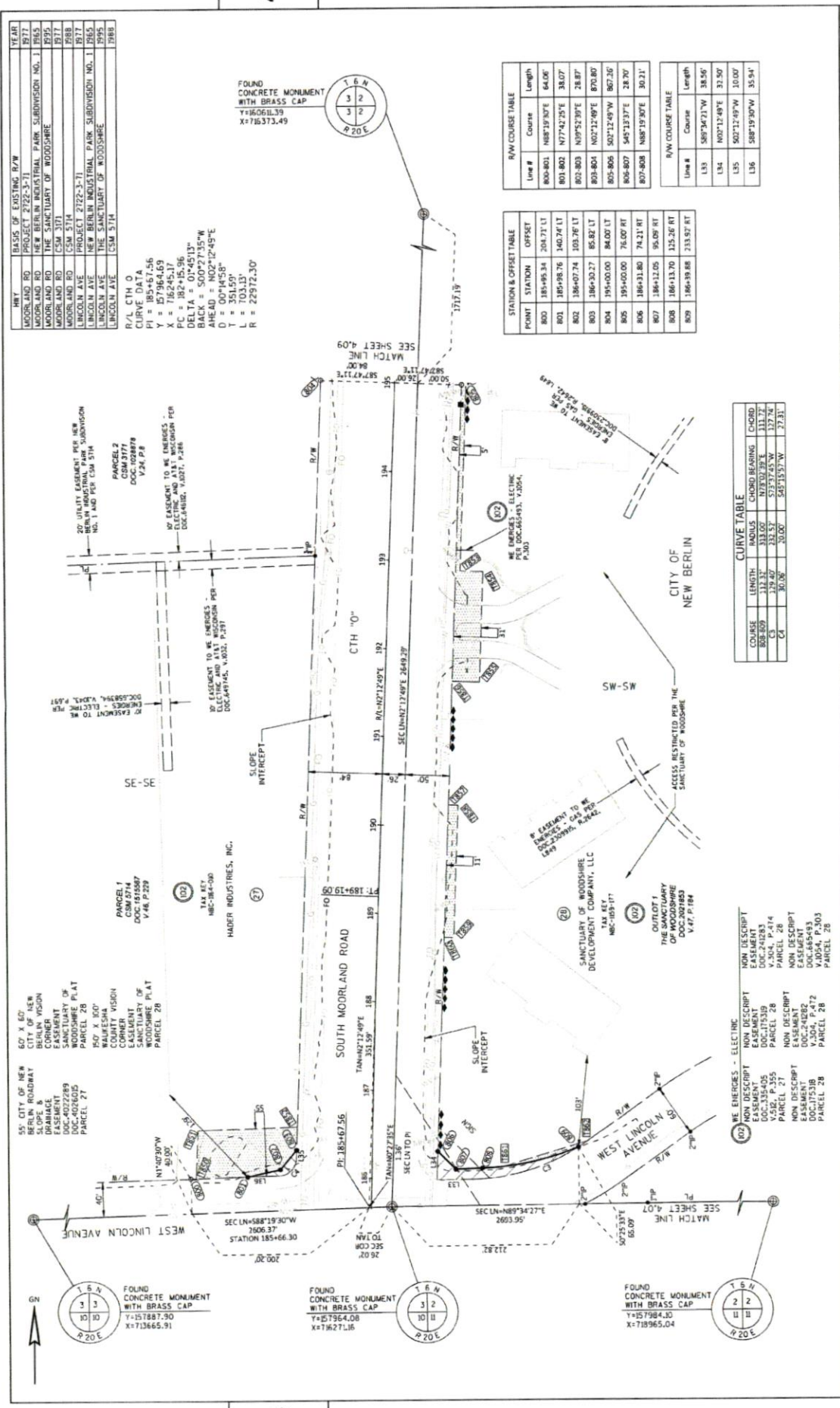
Line #	Course	Length
L11	N89°32'35"W	8.00'
L12	N007°25'E	8.00'
L13	S007°25'W	82.88'
L14	N89°32'35"W	2.50'
L15	S89°32'35"E	38.94'
L17	S007°25'W	66.54'
L18	S007°25'W	53.45'
L19	N89°32'35"W	1.50'
L20	N007°25'E	120.00'
L21	S007°25'W	140.43'
L22	S89°40'35"W	1.50'
L23	N007°25'E	140.45'

POINT	STATION	OFFSET
600	101+51.40	84.00' LT
601	172+33.93	84.00' LT
602	172+38.06	59.00' RT
603	188+72.04	59.00' RT
604	168+64.04	67.00' RT
605	168+64.04	159.00' RT
606	168+04.04	159.00' RT
607	167+49.42	61.50' RT
609	166+00.00	61.50' RT
610	166+00.00	60.50' RT
611	164+06.12	60.50' RT
612	164+07.68	175.99' RT
613	163+41.69	175.99' RT
614	163+40.32	76.00' RT
615	161+74.90	76.00' RT



REGIONAL DATE: 08/22/2024  
 FILE NAME: 20240822-281-C  
 DATE: 08/22/2024  
 GRID FACTOR: N/A  
 STATE R/W PROJECT NUMBER: 2722-04-21  
 COUNTY: WAUKESHA  
 CONSTRUCTION PROJECT NUMBER: 2722-04-71  
 HWY: MOORLAND ROAD (CTH 0)  
 PLAT SHEET: 4.06  
 PS&E SHEET: E

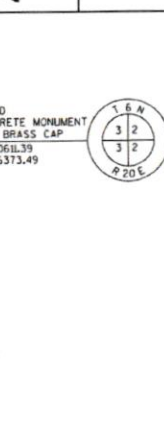




**BASES OF EXISTING R/W**

HWY	PROJECT	YEAR
MOORLAND RD	PROJECT 2722-5-71	1977
MOORLAND RD	NEW BERLIN INDUSTRIAL PARK SUBDIVISION NO. 1	1965
MOORLAND RD	THE SANCTUARY OF WOODSHIRE	1955
MOORLAND RD	CSM 3714	1958
MOORLAND RD	PROJECT 2722-5-71	1977
MOORLAND RD	NEW BERLIN INDUSTRIAL PARK SUBDIVISION NO. 1	1965
MOORLAND RD	THE SANCTUARY OF WOODSHIRE	1955
MOORLAND RD	CSM 3714	1958

**R/W DATA**  
 PI = 185+67.56  
 Y = 157964.69  
 X = 716245.17  
 PC = 182+05.96  
 PT = 182+05.96  
 BACK = 500°27'13.5"W  
 AHEAD = N02°12'45"E  
 D = 00°14'58"  
 T = 351.59'  
 L = 703.13'  
 R = 22972.30'



**STATION & OFFSET TABLE**

POINT	STATION	OFFSET
800	185+93.34	204.77' L
801	185+98.76	140.74' L
802	186+07.74	103.76' L
803	186+30.27	65.82' L
804	186+00.00	84.00' L
805	185+00.00	76.00' R
806	186+31.80	74.21' R
807	186+12.05	96.09' R
808	186+13.70	125.26' R
809	186+19.88	213.97' R

**R/W COURSE TABLE**

LINE #	COURSE	LENGTH
800-801	N89°19'30"E	64.06'
801-802	N77°42'25"E	38.07'
802-803	N75°52'39"E	28.87'
803-804	N07°12'49"W	870.80'
804-805	S07°12'49"W	867.35'
805-807	S47°23'27"E	28.70'
807-808	N89°19'30"E	30.11'

**R/W COURSE TABLE**

LINE #	COURSE	LENGTH
L33	S87°34'21"W	31.50'
L34	N07°12'49"W	10.00'
L35	S07°12'49"W	10.00'
L36	S89°19'30"W	35.54'

**CURVE TABLE**

COURSE	LENGTH	RADIUS	CHORD BEARING	CHORD
800-809	313.37'	333.00'	N77°30'24"W	313.72'
809	30.06'	30.00'	S47°15'57"W	27.31'

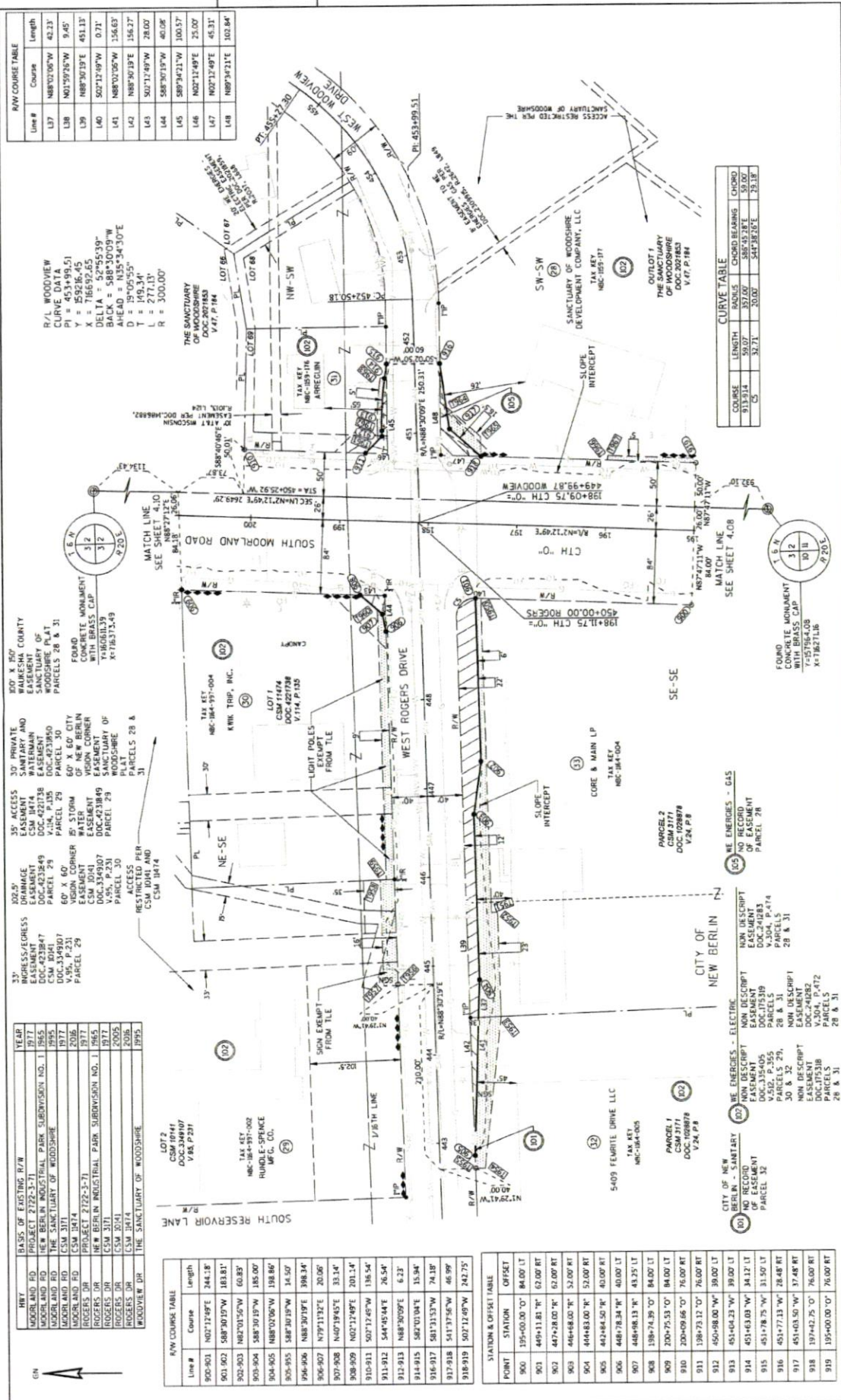
**RO 2 DRAFT 11/13/2024**

DATE: 08/22/2024  
 COUNTY: WAUKESHA  
 HWY: MOORLAND ROAD (CTH 0)  
 STATE R/W PROJECT NUMBER: 2722-04-21  
 CONSTRUCTION PROJECT NUMBER: 2722-04-71  
 PLAT SHEET: 4.08  
 PS&E SHEET

NOT DATE: 11/13/2024 12:14 PM  
 R/W BY: ZORROW, JANE  
 R/W NAME: W007/CASIS/SHET/5

SCALE: 1"=100'  
 GEO FACTOR: N/A

REVISIONS:  
 001: 11/13/2024  
 002: 11/13/2024  
 003: 11/13/2024  
 004: 11/13/2024  
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 100: 11/13/2024



Line #	Course	Length
137	N89°02'00"W	42.23
138	N01°59'26"W	9.40
139	N88°30'19"E	451.13
140	S02°12'49"W	0.71
141	N88°02'06"W	156.63
142	N88°30'19"E	156.27
143	S02°12'49"W	28.00
144	S88°30'19"W	40.08
145	S89°34'21"W	100.57
146	N02°12'49"E	25.00
147	N02°12'49"E	45.31
148	N89°34'21"E	101.84

R/L WOODVIEW  
 CURVE DATA  
 PI = 453+99.51  
 X = 292.86+45  
 Y = 115.25+55.39  
 DELTA = 52°55'39"  
 BACK = 588°30'09"W  
 A-HEAD = N35°34'30"E  
 D = 19+05.55'  
 T = 277.13'  
 R = 300.00'

CHORD BEARING	CHORD
913°31'4"	59.07
CS	32.71
CS	20.00
CS	544.38+25.2'
CS	29.38

37' INGRESS/EGRESS EASEMENT CSM 101474 PARCEL 29  
 60' X 60' VEDIN CORNER 85' STORM WATER EASEMENT CSM 101474 PARCEL 29  
 30' PRIVATE ACCESS EASEMENT CSM 101474 PARCEL 29  
 30' PRIVATE ACCESS EASEMENT CSM 101474 PARCEL 29  
 30' PRIVATE ACCESS EASEMENT CSM 101474 PARCEL 29  
 30' PRIVATE ACCESS EASEMENT CSM 101474 PARCEL 29

30' X 150' WALKESHA COUNTY SANITARY AND WATERMAIN EASEMENT OF WOODSHIRE PLAT PARCELS 28 & 31  
 60' X 60' CITY OF NEW BERLIN CONCRETE MONUMENT WITH BRASS CAP Y-1803134-9 X-1782714-9  
 30' PRIVATE ACCESS EASEMENT CSM 101474 PARCEL 29  
 30' PRIVATE ACCESS EASEMENT CSM 101474 PARCEL 29  
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Line #	Course	Length
901-902	N02°12'49"E	244.18'
902-903	S88°30'19"W	183.81'
903-904	N82°01'50"W	60.85'
904-905	S88°30'19"W	185.00'
905-906	N89°02'06"W	188.86'
906-907	S88°30'19"W	14.50'
907-908	N89°02'06"E	398.34'
908-909	N07°12'49"E	20.86'
909-910	N07°12'49"E	33.14'
910-911	S02°12'49"W	201.14'
911-912	S44°05'44"E	136.54'
912-913	N88°30'09"E	6.23'
913-914	N88°30'09"E	26.54'
914-915	S02°12'49"W	15.94'
915-916	S01°31'32"W	74.18'
916-917	S41°37'58"W	46.89'
917-918	S01°31'32"W	74.18'
918-919	S02°12'49"W	242.75'

POINT	STATION	OFFSET
900	195+00.00	84.00
901	449+11.81	62.00
902	447+28.00	62.00
903	446+88.00	52.00
904	444+83.00	52.00
905	442+84.50	40.00
906	448+78.34	40.00
907	448+98.13	43.25
908	189+74.39	84.00
909	200+75.53	84.00
910	200+09.66	76.00
911	198+73.17	76.00
912	450+98.00	39.00
913	451+04.23	39.00
914	451+43.03	34.12
915	451+78.75	31.50
916	451+77.13	28.48
917	451+03.50	17.48
918	197+42.75	76.00
919	195+00.00	76.00

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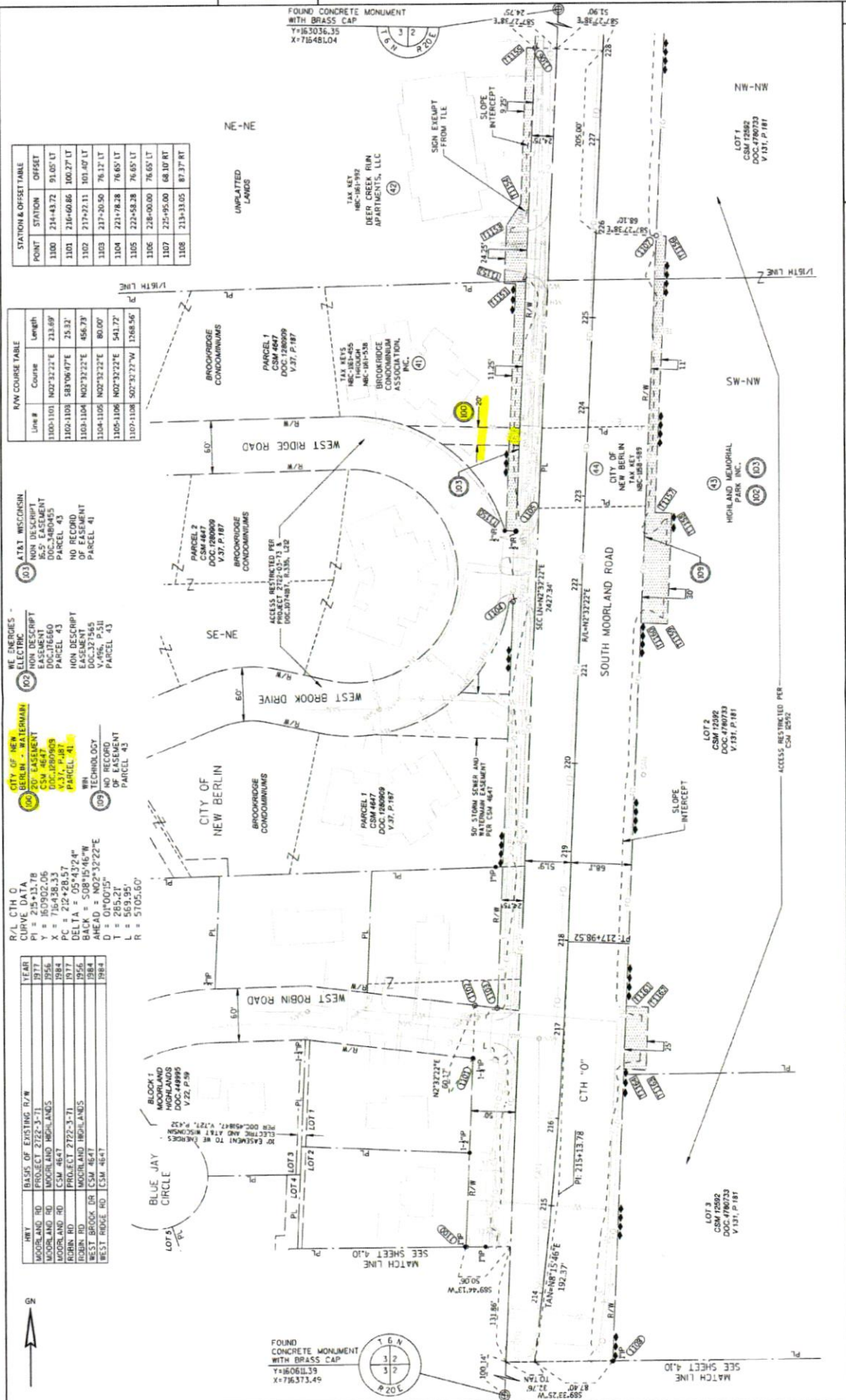
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DATE 08/22/2024  
 COUNTY: WALKESHA  
 HWY: MOORLAND ROAD (CTH 0)  
 STATE RAW PROJECT NUMBER 2722-04-21  
 PLAT SHEET 4.09  
 CONSTRUCTION PROJECT NUMBER 2722-04-71  
 PS&E SHEET E

SCALE: 1" = 40'

REVISION DATE: 2006/02/25 (JLS)  
 LAYOUT NAME: Sheet 4.09





**WE ENERGIES - ELECTRIC**

NON DESCRIPT EASEMENT  
 CSM 4647  
 DOC 4648  
 PARCEL 43

**WE ENERGIES - WATER**

NON DESCRIPT EASEMENT  
 CSM 4647  
 DOC 4648  
 PARCEL 43

**WE ENERGIES - WATERMAN**

NON DESCRIPT EASEMENT  
 CSM 4647  
 DOC 4648  
 PARCEL 43

**WE ENERGIES - WATERMAN**

NON DESCRIPT EASEMENT  
 CSM 4647  
 DOC 4648  
 PARCEL 43

**AT&T WISCONSIN**

NON DESCRIPT EASEMENT  
 CSM 4647  
 DOC 4648  
 PARCEL 43

**AT&T WISCONSIN**

NON DESCRIPT EASEMENT  
 CSM 4647  
 DOC 4648  
 PARCEL 43

**NON COURSE TABLE**

LINE #	COURSE	LENGTH
1100	N02°32'22"E	213.89'
1101	S89°06'47"E	25.32'
1102	N02°32'22"E	80.00'
1103	N02°32'22"E	541.72'
1104	N02°32'22"E	1268.56'

**STATION & OFFSET TABLE**

POINT	STATION	OFFSET
1100	214+43.72	91.00' LT
1101	216+60.86	100.27' LT
1102	217+22.11	101.42' LT
1103	217+20.50	76.12' LT
1104	221+78.28	76.65' LT
1105	222+58.38	76.65' LT
1106	228+00.00	76.65' LT
1107	225+95.00	64.10' RT
1108	213+33.05	87.37' RT

**BASES OF EXISTING R/W**

YEAR	PROJECT	R/W
1977	PROJECT 2722-3-71	
1956	MOORLAND HIGHLANDS	
1984	CSM 4647	
1977	PROJECT 2722-3-71	
1956	MOORLAND HIGHLANDS	
1984	CSM 4647	

**CURVE DATA**

PI = 215+13.78  
 Y = 160902.06  
 X = 716438.33  
 DELTA = 65°43'24"  
 BACK = 508°15'46"  
 AHEAD = N02°32'22"E  
 D = 01°00'15"  
 T = 285.21'  
 L = 561.35'  
 R = 5105.60'

**UNPLATTED LANDS**

PARCEL 1  
 CSM 4647  
 DOC 4648  
 V.31, P.187

PARCEL 2  
 CSM 4647  
 DOC 4648  
 V.31, P.187

PARCEL 3  
 CSM 4647  
 DOC 4648  
 V.31, P.187

**FOUND CONCRETE MONUMENT WITH BRASS CAP**

TYP 163036.35  
 X=716481.04

**FOUND CONCRETE MONUMENT WITH BRASS CAP**

TYP 163036.35  
 X=716481.04

REVISIONS: 20240822 (1)

DATE: 08/22/2024

GRID FACTOR: N/A

DATE: 08/22/2024

HWY: MOORLAND ROAD (CTH O)

COUNTY: WAUKESHA

STATE R/W PROJECT NUMBER: 2722-04-21

CONSTRUCTION PROJECT NUMBER: 2722-04-71

PLAT SHEET: 4.11

PS&E SHEET: E

FILE NAME: DETAIL SHEET 4.08 TO 4.11.DWG

LAYOUT NAME: Sheet 4.11

PLOT DATE: 11/13/2024 12:35 PM

PLOT BY: JORDON, SHANE

PLOT NAME: MOORLAND

PLOT SCALE: 1"=100'

SCALE (FEET): 0 50 100

4

SHEET 4.04

POINT	STATION	OFFSET
T1450	354+41.21 '0"	105.00' RT
T1451	350+47.41 '0"	105.00' RT
T1452	346+48.35 '0"	99.00' RT
T1453	344+46.35 '0"	99.43' LT
T1454	342+23.10 '0"	78.76' LT
T1460	349+75.69 '0"	105.00' RT
T1461	349+75.83 '0"	99.00' RT

SHEET 4.05

POINT	STATION	OFFSET
T1550	151+50.00 '0"	76.00' RT
T1551	151+50.00 '0"	82.00' RT
T1552	151+00.00 '0"	82.00' RT
T1553	151+00.00 '0"	76.00' RT
T1554	354+03.10 '0"	93.58' LT
T1555	354+27.80 '0"	66.00' LT
T1556	355+64.00 '0"	66.00' LT
T1557	355+92.00 '0"	95.00' LT
T1558	356+37.00 '0"	70.00' LT
T1560	357+20.57 '0"	65.00' LT
T1561	350+49.86 '0"	50.00' RT
T1562	350+49.74 '0"	68.00' RT
T1563	358+53.10 '0"	68.00' RT
T1564	357+63.00 '0"	93.00' RT
T1565	356+84.57 '0"	93.00' RT
T1566	356+84.59 '0"	90.00' RT
T1567	356+10.40 '0"	90.00' RT
T1568	355+99.38 '0"	69.00' RT
T1569	354+14.12 '0"	69.00' RT

SHEET 4.06

POINT	STATION	OFFSET
T1650	167+98.00	84.00' LT
T1651	167+98.00	103.00' LT
T1652	168+48.00	103.00' LT
T1653	168+48.00	84.00' LT
T1654	172+30.00	64.00' RT
T1655	172+30.00	68.50' RT
T1656	171+90.00	68.50' RT
T1657	171+90.00	64.00' RT
T1658	170+30.00	64.00' RT
T1659	170+30.00	75.00' RT
T1660	169+90.00	75.00' RT
T1661	169+90.00	64.00' RT
T1662	168+90.04	64.00' RT
T1663	168+90.04	93.00' RT
T1664	168+94.04	93.00' RT
T1665	167+56.17	64.00' RT
T1666	165+60.00	66.00' RT
T1667	165+60.00	64.00' RT
T1668	164+08.35	64.00' RT
T1669	163+40.57	94.00' RT
T1670	163+22.57	94.00' RT
T1671	163+12.32	76.00' RT

SHEET 4.07

POINT	STATION	OFFSET
T1750	185+07.88 '0"	87.00' LT
T1751	419+85.90 'L	54.00' RT
T1752	419+60.92 'L	63.00' RT
T1753	419+12.00 'L	63.00' RT
T1754	418+12.07 'L	54.00' RT
T1755	417+73.71 'L	54.00' RT
T1756	417+67.80 'L	43.00' RT
T1757	416+32.22 'L	43.00' RT
T1758	183+25.00 '0"	75.74' RT
T1759	183+25.00 '0"	80.74' RT
T1760	182+90.00 '0"	80.91' RT
T1761	182+90.00 '0"	75.91' RT
T1762	180+70.33 '0"	93.25' RT
T1763	180+36.52 '0"	74.47' RT
T1764	179+90.00 '0"	69.69' RT
T1765	179+90.00 '0"	65.00' RT
T1766	178+75.00 '0"	65.00' RT
T1767	178+75.00 '0"	75.00' RT
T1768	178+40.00 '0"	64.00' RT
T1769	178+40.00 '0"	64.00' RT
T1770	176+85.00 '0"	64.00' RT
T1771	176+85.00 '0"	75.00' RT
T1772	176+25.00 '0"	75.00' RT
T1773	176+25.00 '0"	64.00' RT

SHEET 4.08

POINT	STATION	OFFSET
T1850	185+95.67	198.55' LT
T1851	186+50.32	197.84' LT
T1852	186+56.61	85.51' LT
T1853	197+90.00	81.00' RT
T1854	193+90.00	107.00' RT
T1855	191+65.00	107.00' RT
T1856	191+65.00	76.00' RT
T1857	190+25.00	76.00' RT
T1858	190+25.00	87.00' RT
T1859	188+75.00	86.96' RT
T1860	188+75.00	75.96' RT
T1861	186+15.97	146.36' RT
T1862	186+47.27	244.27' RT

SHEET 4.09

POINT	STATION	OFFSET
T1950	465+11.42 'R	68.00' RT
T1951	465+38.00 'R	68.00' RT
T1952	465+58.00 'R	75.00' RT
T1953	464+1.07 'R	75.00' RT
T1954	463+70.00 'R	50.78' RT
T1955	463+70.00 'R	40.00' RT
T1956	444+80.00 'R	40.00' LT
T1957	444+80.00 'R	56.00' LT
T1958	463+99.06 'R	56.00' LT
T1959	463+99.12 'R	40.00' LT
T1960	449+03.28 'R	40.00' LT
T1961	450+93.30 'W	44.00' LT
T1962	451+04.23 'W	44.00' LT
T1963	451+63.65 'W	39.00' LT
T1964	451+29.03 'W	34.36' RT
T1965	450+93.59 'W	72.19' RT
T1966	196+00.00 '0"	76.00' RT
T1967	196+00.00 '0"	81.00' RT

SHEET 4.10

POINT	STATION	OFFSET
T1050	206+10.00	86.11' LT
T1051	206+10.00	96.11' LT
T1052	206+55.00	87.52' LT
T1053	206+55.00	97.52' LT
T1054	212+10.36	60.00' LT
T1055	212+01.32	100.07' LT
T1056	213+02.65	120.00' LT
T1057	213+08.54	77.46' LT
T1058	213+20.00	58.98' LT
T1059	213+47.04	195.00' RT
T1060	213+49.39	195.00' RT

SHEET 4.11

POINT	STATION	OFFSET
T1150	222+58.28	87.90' LT
T1151	225+35.00	100.90' LT
T1152	225+35.00	100.90' LT
T1153	226+00.00	100.90' LT
T1154	226+25.00	85.90' LT
T1155	226+60.00	85.90' LT
T1156	225+95.00	79.10' RT
T1157	222+45.00	79.10' RT
T1158	222+45.00	98.10' RT
T1159	221+60.00	98.10' RT
T1160	221+60.00	68.10' RT
T1161	217+30.00	68.52' RT
T1162	217+30.00	93.52' RT
T1163	216+60.00	94.81' RT
T1164	216+60.00	69.89' RT

RECORDS BY: **RO2 DRAFT H/13/2024**  
 FILE NAME: T11 TABLES SHEET 4.12.DWG  
 LAYOUT NAME: SHEET 4.12

DATE: 08/22/2024  
 GRID FACTOR: N/A

HWY: MOORLAND ROAD (CTH 0)  
 COUNTY: WAUKESHA

STATE R/W PROJECT NUMBER: 2722-04-21  
 CONSTRUCTION PROJECT NUMBER: 2722-04-71

PLAT SHEET: 4.12  
 PS&E SHEET: E

SCALE: 20:000  
 PLOT DATE: 11/17/2024 12:16 PM  
 PLOT BY:

WOOD/CADD SHEET 75

4

**LUMP SUM AGREEMENT FOR PAYMENT FOR LANDS OR INTERESTS IN LANDS ACQUIRED FROM PUBLIC UTILITY**

Locals 04/2019 County Projects s 83.08(1) Wis. Stats.

This Agreement is made and entered into by and between the Waukesha County DPW hereinafter designated as the "LOCAL PUBLIC AGENCY (LPA)," and The City of New Berlin - Water, a public utility company, a quasi utility or cooperative hereinafter designated as the "COMPANY," to provide for the lump sum payment in the amount of \$ \_\_\_\_\_ for lands or interests in lands being acquired from the COMPANY in connection with a highway improvement designated:

Project Description Title: CTH O Limits: CTH D to STH 59 Highway: Moorland Road County: Waukesha	Project ID(s) Design: 2722-04-01 Construction: 2722-04-71 Right of Way: 2722-04-21 UTL No.: 100 Utility: City of New Berlin Water
Facility type: Water	

WITNESSETH: WHEREAS the COMPANY now has facilities located on the aforesaid parcel lands, and the LPA has requested the COMPANY to remove, relocate, rebuild or otherwise rearrange said facilities in order that these lands may be vacated to the extent required for the designated highway improvement.

NOW, THEREFORE, it is mutually agreed as follows:

1. The COMPANY will convey to the LPA, by separate instrument, the parcel of land or land interests identified above.
2. The COMPANY agrees to remove, relocate, rearrange or rebuild its facilities situated on said parcel as required by the LPA to construct and operate the above-described highway improvement.

The work necessary for this purpose is indicated in the Exhibit attached hereto and made a part hereof. The Exhibit consists of a statement of the work and proposed schedule for its accomplishment, the estimate of cost, plans and special provisions, if any.

The work shall be performed under normal COMPANY practices and the costs thereof computed and determined in accordance with the work order accounting procedure prescribed or approved for the COMPANY by the regulatory agency having jurisdiction, including applicable provisions of the Code of Federal Regulations 23, Part 645, Subpart A - Utility Relocations, Adjustments, and Reimbursement. Credits for anticipated salvage and accrued depreciation, if any, have been provided in the same amount and computed in the same manner as if the work were being undertaken at the expense and volition of the COMPANY.

3. The LPA agrees to pay the COMPANY the lump sum amount indicated above after the parcel has been conveyed to it and after the adjustment of the COMPANY's facilities presently situated thereon has been satisfactorily completed. An invoice shall be submitted by the COMPANY within one year of the completion of the companion highway project.

Payment of such lump sum amount by the LPA to the COMPANY shall constitute full and final compensation for the parcel conveyed, including all damages, costs and expenses incurred by the COMPANY and arising from or necessitated by the conveyance. Any legal action taken by the COMPANY because of dispute arising through this transaction shall be for monetary considerations only, and shall not be for the revocation of the conveyed parcel.

4. In connection with the performance of work under this Agreement, the COMPANY agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s.51.01(5) Wisconsin Statutes, sexual orientation as defined in s.111.32(13m) Wisconsin Statutes or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the COMPANY further agrees to take affirmative action to ensure equal employment opportunities.

The COMPANY shall comply with the Buy America requirements specified under 23 USC 313 and 23 CFR 635.410 when any part of this highway improvement project involves funding by the Federal Aid Highway Program. To complete processing of invoices submitted, the COMPANY shall provide to the LPA a signed DT2249, *Utility's Certificate of Compliance for Steel and Iron Items*.

5. The execution of this Agreement by the LPA shall not relieve the COMPANY from compliance with applicable Federal and State laws, Wisconsin Administrative Codes, and local laws or ordinances which may affect the performance of the work covered herein, and shall not be construed to supersede any other governmental agency requirements for plan approval or authority to undertake the utility alteration work.

No COMPANY work affecting highway lands shall be undertaken without any required separate permit, which may be processed and approved concurrently with this agreement.

6. The Agreement is not binding upon the parties hereto until this document has been fully executed by the COMPANY and the LPA. **It is expressly understood and agreed that any work by the COMPANY prior to authorization by the LPA shall be at the COMPANY's sole expense.**

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their proper officers and representatives on the year and the day below written.

**WAUKESHA COUNTY**

\_\_\_\_\_  
(Authorized Signature)  
  
\_\_\_\_\_  
(Date)

**City of New Berlin**

\_\_\_\_\_  
(Company Name)  
  
\_\_\_\_\_  
(Signature) \_\_\_\_\_  
(Date)  
  
\_\_\_\_\_  
(Title)  
  
\_\_\_\_\_  
(Signature) \_\_\_\_\_  
(Date)  
  
\_\_\_\_\_  
(Title)

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# STAFF REPORT EXECUTIVE SUMMARY

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**APPLICANT:** Waukesha County DPW

**PROJECT:** Moorland Road Land Acquisition – NBC 1158.989 and NBC 1159.999

**LOCATION:** Moorland Road (CTH O) from Cleveland Avenue (CTH D) to Greenfield Avenue (STH 59)

**REQUEST:** Discussion and possible recommendation to the Common Council for approval of the Quit Claim Deed for the properties identified as NBC 1158.989 and NBC 1159.999 associated with the Moorland Road Project 2722-04-21.

**D.C.D. RECOMMENDATION:** Recommend Common Council approval of the Quit Claim for the properties identified as NBC 1158.989 and NBC 1159.999 associated with the Moorland Road Project 2722-04-21.

1. The City of New Berlin Utility owns the properties identified as NBC 1158.989 and NBC 1159.999. The property is currently vacant. The Quit Claim Deed describes the land that is currently under the existing Moorland Road Right-of-Way.
2. Waukesha County will be reconstructing Moorland Road from Cleveland Avenue (CTH D) to Greenfield Avenue (STH 59) in 2027 under project number 2722-04-21.
3. Waukesha County is seeking to clean the Right-of-Way Plat of underlying property rights. Parcel 44 (NBC 1158.989) accounts for 0.248 acres and Parcel 48 (NBC 1159.999) accounts for 0.412 acres. A Quit Claim Deed would need to be executed and recorded with the Register of Deeds for both parcels.

**Attachment:**  
Quit Claim Deed

**QUIT CLAIM DEED BY CORPORATION**

Exempt from fee [s. 77.25(2r) Wis. Stats.]  
RE1548 01/2023

THIS DEED, made by **City of New Berlin, a municipal corporation** duly organized and existing under the laws of the State of **Wisconsin**, GRANTOR(s), quit claims the property described below to the Wisconsin Department of Transportation, GRANTEE, for the sum of **One Dollar and Other Valuable Consideration (\$1.00)**.

Any person named in this deed may make an appeal from the amount of compensation within six months after the date of recording of this deed as set forth in s. 32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the deed shall be treated as the award, and the date the deed is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest of record in the property: none.

LEGAL DESCRIPTION IS ATTACHED AND MADE A PART OF THIS DOCUMENT BY REFERENCE.

This space is reserved for recording data

Return to

Waukesha County Public Works  
515 W Moreland Blvd AC220  
Waukesha WI 53188-2485

Parcel Identification Number/Tax Key Number  
NBC 1158.989

The undersigned certify that this instrument is being executed pursuant to a resolution of the board of directors (or shareholders, if authorized by law) of GRANTOR corporation.

**CORPORATE ACKNOWLEDGEMENT:**

City of New Berlin  
Corporation Name

\_\_\_\_\_ Date

\_\_\_\_\_ State of Wisconsin

\_\_\_\_\_ Officer Signature Date

\_\_\_\_\_ )

\_\_\_\_\_ ) ss.

\_\_\_\_\_ Print Name and Title

On the above date, this instrument was acknowledged before me by the above person(s).

The signer was: \_\_\_\_\_ Physically in my presence. **OR**

\_\_\_\_\_ In my presence involving the use of communication technology.

\_\_\_\_\_ Signature, Notary Public, State of

\_\_\_\_\_ Officer Signature Date

\_\_\_\_\_ Print Name, Notary Public, State of

\_\_\_\_\_ Print Name and Title

\_\_\_\_\_ Date Commission Expires

Project ID  
2722-04-21

This instrument was drafted by  
Waukesha County

Parcel No.  
44

Project ID 2722-04-21  
Parcel 44  
City of New Berlin  
NBC 1158-989  
Interests: FEE

**Fee Title** in and to all that part of the Southwest 1/4 of the Northwest 1/4 of Section 2, Township 6 North, Range 20 East, in the City of New Berlin, Waukesha County, State of Wisconsin, more particularly described as follows:

Commencing at the Southwest corner of said Northwest 1/4 Section; thence North 02°32'22" East, along the West line of said Northwest 1/4 Section, 1,064.73 feet to the point of beginning of lands to be described; thence continuing North 02°32'22" East, along said West line, 90.00 feet to a point; thence North 89°16'25" East, 120.20 feet to a point on the East right of way line of CTH O; thence South 02°32'22" West, along said East right of way line of CTH O, a distance of 90.00 feet to a point; thence South 89°16'25" West, 120.20 feet to the point of beginning.

Said description contains 10,800 square feet or 0.248 acres more or less, already in use for highway purposes.

16505 National

1855



130.00' 239.97' 70.06' 432.07'

Private WEPCO 2615800

### Property Information

Zoom to

Taxkey: 1159999  
Property Address: VACANT LOW UTILITY  
Parcel Acres: 1.00 ac (calculated estimate)

[View in Waukesha County GIS Map](#)

**Ownership**  
City of New Berlin Moorland Rd (Excess Land)

[View Tax and Ownership Details at Waukesha County](#)  
To view tax payments, ownership changes or to correct errors click the Waukesha County link above.

**Assessment Information**  
Assessment Year: 2025  
Overall Class: Exempt local  
Assessed Land Value: \$0  
Assessed Improvement Value: \$0  
Total Assessed Value: \$0

**Additional Property Information**  
not available

[View in Bing Map](#)

[View in Google Map](#)

This map accesses data from databases maintained by several City Departments and Waukesha County. There may be inconsistencies in data depending on the date the information was gathered or the purpose for which it is maintained. Due to variances in sources and update cycles, there is no guarantee as to the accuracy of the data.



Moorland Rd

15532

15500

Spring Valley Ct

**QUIT CLAIM DEED BY CORPORATION**

Exempt from fee [s. 77.25(2r) Wis. Stats.]  
RE1548 01/2023

THIS DEED, made by **City of New Berlin, a municipal corporation** duly organized and existing under the laws of the State of **Wisconsin**, GRANTOR(s), quit claims the property described below to the Wisconsin Department of Transportation, GRANTEE, for the sum of **One Dollar and Other Valuable Consideration (\$1.00)**.

Any person named in this deed may make an appeal from the amount of compensation within six months after the date of recording of this deed as set forth in s. 32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the deed shall be treated as the award, and the date the deed is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest of record in the property: none.

LEGAL DESCRIPTION IS ATTACHED AND MADE A PART OF THIS DOCUMENT BY REFERENCE.

This space is reserved for recording data

Return to

Waukesha County Public Works  
515 W Moreland Blvd AC220  
Waukesha WI 53188-2485

Parcel Identification Number/Tax Key Number  
NBC 1159.999

The undersigned certify that this instrument is being executed pursuant to a resolution of the board of directors (or shareholders, if authorized by law) of GRANTOR corporation.

**CORPORATE ACKNOWLEDGEMENT:**

City of New Berlin  
Corporation Name

\_\_\_\_\_ Date

State of Wisconsin )  
 ) ss.  
\_\_\_\_\_ County)

\_\_\_\_\_  
Officer Signature Date

On the above date, this instrument was acknowledged before me by the above person(s).

\_\_\_\_\_  
Print Name and Title

The signer was: \_\_\_ Physically in my presence. **OR**  
\_\_\_ In my presence involving the use of communication technology.

\_\_\_\_\_  
Signature, Notary Public, State of

\_\_\_\_\_  
Officer Signature Date

\_\_\_\_\_  
Print Name, Notary Public, State of

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date Commission Expires

Project ID  
2722-04-21

This instrument was drafted by  
Waukesha County

Parcel No.  
48

Project ID 2722-04-21  
Parcel 48  
City of New Berlin  
NBC 1159-999  
Interests: FEE

**Fee Title** in and to all that part of the Northwest 1/4 of the Southwest 1/4 of Section 2, Township 6 North, Range 20 East, in the City of New Berlin, Waukesha County, State of Wisconsin, more particularly described as follows:

Commencing at the Northwest Corner of said Southwest 1/4 Section; thence South 02°12'49" West, along the West line of said Southwest 1/4 Section, a distance of 101.51 feet to a point on the Southerly right of way line of The Milwaukee and Madison Railway Company railroad and the point of beginning of lands to be described; thence North 89°44'49" East, along said Southerly right of way line, a distance of 100.09 feet to a point on the Easterly right of way line of CTH O; thence South 08°01'18" West, along said Easterly right of way line of CTH O, a distance of 201.92 feet to a point on the North line of Lot 1, Block 1, of Westmoor Farms; thence South 89°44'49" West, along said North line of Lot 1 and its extension, a distance of 79.64 feet to a point on the West line of the Southwest 1/4 of Section 2; thence North 02°12'49" East, along said West line of Southwest 1/4 Section, a distance of 200.00 feet to the point of beginning.

Said description contains 17,957 square feet or 0.412 acres more or less, already in use for highway purposes.

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# UTILITY STAFF REPORT EXECUTIVE SUMMARY

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**CUSTOMER/PROJECT:** Pipeline Crossing Approval

**LOCATION:** Jacobs Ridge/Westward Manor Area

**REQUEST:** Approval of Non-Objection Agreement with TC Energy/ANR Pipeline

**UTILITY MANAGER RECOMMENDATION:**  
Recommend to the Common Council the approval of a Non-Objection Agreement with TC Energy/ANR Pipeline.

**DETAILS IN ATTACHED STAFF REPORT**

**CITY OF NEW BERLIN  
UTILITIES DEPARTMENT  
STAFF REPORT**

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**Pipeline Crossing Approval**

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**DATE STAFF REPORT CREATED:** January 20, 2026

**CUSTOMER/PROJECT NAME:** Pipeline Crossing Approval

**ISSUE/DESCRIPTION OF PROJECT:** Approval of Non-Objection Agreement with TC Energy/ANR Pipeline

**REQUESTED ACTION:** Recommend to the Common Council the approval of a Non-Objection Agreement with TC Energy/ANR Pipeline.

**FISCAL IMPACT:** None

**SOURCE OF FUNDS:** N/A

**RATIONALE:**  
The company has met our requirements for called out utility crossings. The remainder of the project area is not in conflict with New Berlin utility lines.

**PREVIOUS ACTION:** N/A

**FINDINGS:** N/A

**UTILITY MANAGER RECOMMENDATION:** See Executive Summary

**ATTACHMENTS:** Non-Objection Agreement

**ANR Pipeline Company**  
700 Louisiana Street, Suite 1300  
Houston, Texas 77002



January 19<sup>th</sup>, 2026

City of New Berlin  
Attn: Alex Parker  
3805 S. Casper Drive  
New Berlin, WI 53151

**RE: Letter Agreement of Non-Objection to ANR Pipeline Company, LLC's  
Heartland Project Crossing**

Dear Alex,

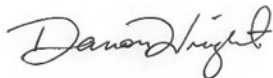
This letter confirms that The City of New Berlin ("**Company**") offers no objection to the installation of ANR Pipeline Company's ("**ANR**") natural gas transmission pipeline, its related appurtenances and/or access roads (if necessary) (collectively "**ANR's Pipeline**") to be installed across Company's existing utility lines ("**Company's Facilities**") on certain property described on Exhibit A, attached hereto and made a part hereof ("**Property**"), subject to the following conditions:

1. ANR will notify Company no less than forty-eight (48) hours prior to its commencement of construction on the Property.
2. The operations conducted by ANR will be performed at no direct cost or expense to Company and shall not unreasonably interfere with Company's current operations on the Property.
3. In the event changes are made to the route of ANR's Pipeline, ANR will provide Company with immediate notice of such changes. The notice provided to Company will include any and all necessary exhibits related to such route change.
4. Company's Facilities on the Property, if any, will not be removed from service nor will the placement of Company's Facilities be adjusted or moved because of ANR's Pipeline. ANR may place excavated material inside of Company's rights-of-way but may not place material directly over Company's Facilities, unless approved by a Company representative.
5. ANR will secure all necessary permits from all governmental agencies having jurisdiction over its operations and shall comply with all applicable laws, rules, and industry standards.
6. Company shall have the right, but not the obligation, to have a representative present and on the job site when construction is within twenty (25') feet of Company's Facilities on the Property.

7. Company's non-objection to ANR's crossing shall not constitute a waiver of Company's express rights under any existing and controlling easements or rights of way or any other express or implied rights in law or equity.
8. ANR hereby agrees to indemnify, protect, defend and hold harmless Company, from and against any and all claims, liabilities, losses, expenses, fines, penalties, demands, judgments and causes of action from personal injury, property damage or environmental matters resulting from or arising out of the actions or inactions of ANR, its employees, agents and subcontractors during the construction and installation of ANR's Facilities on the Property.
9. ANR agrees to carry comprehensive general liability insurance with limits of not less than one million dollars per occurrence and two million dollars in the aggregate together with liability umbrella coverage of not less than five million dollars. Said coverage shall identify the City of New Berlin as an additional insured on a primary and noncontributory basis. ANR further agrees to require any subcontractors to carry the same coverage limits and to verify that worker's compensation coverage is carried for all workers performing services on City property with Wisconsin statutory limits of coverage.
10. ANR shall ensure that it maintains a separation of not less than two (2) vertical feet and five (5) horizontal feet from any City of New Berlin water or sewer utility lines.
11. ANR shall provide the City of New Berlin with as-built drawings for any improvements which it constructs within the City right of way.

If you have any questions regarding this matter, please feel free to reach out to me via email at [damonwright@ohiovalleyacquisition.com](mailto:damonwright@ohiovalleyacquisition.com) or at my direct line at 216-337-2638.

Sincerely,



Damon Wright  
 Land Representative  
 ANR Pipeline Company

Agreed to and accepted by Company, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Exhibit A

MP	Utility Name	Jurisdiction/Owner	Crossing Method	Latitude	Longitude
0.9	Sewer Line	The City of New Berlin	HDD	43.009954°	-88.137304°
1.09	Sewer Line	The City of New Berlin	HDD	43.005833°	-88.137430°
1.09	Water Line	The City of New Berlin	HDD	43.005833°	-88.137430°
1.8	Sewer Line	The City of New Berlin	HDD	43.009955°	-88.137306°
1.8	Water Line	The City of New Berlin	HDD	43.009955°	-88.137306°